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

OFFICIAL NOTICE AND AGENDA

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

Meeting of:	**FINANCE COMMITTEE**
Date/Time:	**Tuesday, March 8, 2016 at 5:15 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). (2/23/16)	
3	Discussion and possible action regarding a 2016 budget modification to reflect the delay in Ashland Avenue street project and Funding Asphalt Overlay Project	Lindman
4	Discussion and possible action regarding the procurement of EMS billing services and Electronic Patient Care Records Software and Hardware, the related contract development, the competitive selection and the procurement process.	Groat
5	Discussion and possible action regarding the Citizen Advisory Committee's recommendation for the allocation of the 2016 Community Development Block Grant Funds	Stratz
6	Discussion and possible action regarding the resolutions authorizing $8,825,000 in General Obligation Promissory Notes	Groat
7	Discussion and possible action regarding resolution authorizing $6,630,000 General Obligation Bonds for Community Development Projects in Tax Incremental District Number 3 and Swimming Pool Project	Groat
8	Discussion and possible action regarding resolution authorizing $4,755,000 taxable general obligation bonds for community development projects in Tax Increment District Nos. 3 and 8	Groat
9	Discussion and possible action regarding the resolution authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City of Wausau's accounting records and related charge backs to other government units	Groat
10	Discussion and possible action regarding Preliminary January 2016 General Fund Monthly Financial Report	Groat
11	Discussion and possible action regarding addendum number one to the ten year refuse and recycling contract with Harter's Fox Valley Disposal to change the language on the annual performance bond	Alfonso
12	Discussion and possible action regarding approving the sole source purchase request for parking ramp inspection and long term maintenance plan with Walker Parking	Lindman
13	Discussion and Possible Action on land acquisitions for the purpose of expanding the Wausau Business Campus	Schock
14	Discussion and Possible Action on the Tax Increment Financing Request from Jarp Industries, 7811 Stewart Avenue Tax Increment District Number Ten and related budget modification	Schock
15	Discussion and Possible Action regarding the Council's Investigation Request for Legal Services	
16	Discussion and Possible Action regarding Claim for Excessive Assessment (Fernando and Heidi Riveron)	Ray
17	**CLOSED SESSION** pursuant to Section 19.85(1)(e) of the Wisconsin Statues 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 potential land acquisitions for the purpose of expanding the Wausau Business Campus - Discussion and Possible Action on the Tax Increment Financing Request from Jarp Industries, 7811 Stewart Avenue Tax Increment District Number Ten **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)261-6621 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 3/04/16 @ 2:30 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, (Alderpersons: Wagner, Neal, Gisselman, Winters, Rasmussen, Abitz), *Tipple, *Jacobson, *Groat, Rayala, Department Heads

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

OFFICIAL NOTICE AND AGENDA

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

ADDENDUM

Meeting of:	**FINANCE COMMITTEE**
Date/Time:	**Tuesday, March 8, 2016 at 5:15 PM**
Location:	**City Hall, 2nd Floor Board Room**
Members	David Oberbeck (C), Karen Kellbach, Bill Nagle, Dave Nutting, Robert Mielke

ADDENDUM ITEM(S) FOR CONSIDERATION

18 Discussion and possible action on process for renewal of telecommunication services and devices contract. (Jacobson)

David Oberbeck, Chair

This notice was posted at City Hall and emailed to the Wausau Daily Herald newsroom on 3/07/16 at 3:45 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, (Alderpersons: Wagner, Neal, Gisselman, Rasmussen, Abitz, Winters), *Tipple, *Jacobson, *Groat, Rayala, Department Heads

FINANCE COMMITTEE
Date and Time: Tuesday, February 23, 2016 @ 5:00 pm., Board Room
Members Present: Oberbeck (C), Mielke, Nagle, Kellbach, Nutting
Others Present: Groat, Hite, Giese, Klein, Lindman, Jacobson, Tipple, Henrichs, Ray, Rubow, Barnes, Kujawa, Seubert, Mohelnitzky, Abitz, Neal, Wagner, Pat Peckham, Glenn Speich and other interested parties.

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 Vice Chairperson Kellbach; Oberbeck subsequently arrived and presided.

Public Comment
Jessica Bargender, 1118 W Thomas Street, requested the city purchase her home as part of the Thomas Street land acquisition. She indicated that her property will not have proper road setback after the partial taking for the road. She has a small child and is concerned about safety due to the accidents that have occurred in front of her home.

Minutes of previous meeting(s). (2/9/2016)
Motion by Kellbach, second by Nagle to approve the minutes of previous meeting of 2/9/2016. Motion carried 5-0.

Discussion and possible action regarding legal costs pertaining to the Town of Maine annexations and related budget modification
Jacobson presented the committee with the 2015 legal costs paid to date on the various issues surrounding the Town of Maine annexations. She indicated at this time the total costs are unknown. Groat indicated that staff is being proactive in pointing out a possible budget shortfall. Groat indicated the City could wait to determine total costs, carryover unspent 2015 legal funds of $35,000 or transfer money from the Economic Development Fund.

Motion by Nagle, second by Nutting to carry over the legal budget from 2015 to 2016 to fund the unanticipated legal costs associated with the Town of Maine annexation. Motion carried 5-0.

Discussion and possible action regarding awarding the EMS Billing and Collection Services and related Electronic Patient Care Reporting System to PTS Services, Inc. a McKesson Company
Groat stated when we wrote the RFP we were looking for enhanced services, because the software provided by the state to track patient data does not have a lot of reporting to it or any wireless capabilities. The proposers were narrowed to the top three and were interviewed, which included our current contractor, Life Quest; PTS Services, Inc., out of Ohio; and EMS Billing, out of Milwaukee. She indicated they were recommending PTS Services because they have some strong technology regarding electronic patient information, which will improve our collections. She pointed out Life Quest, our current provider, has a sister company that pursues collections once the account is turned over to them. None of the other providers have this, so she will have to go out for RFP for collection services. She stated none of the providers were interested in managing our existing accounts, only new runs. The old runs outstanding will have to be managed by us in another way. The only other issue noted was Life Quest has 24 customer service and PTS only has business hours Monday through Friday.

Motion by Nagle, second by Mielke to award a five year contract to PTS Services, Inc., for EMS Billing and Collection Services and Related Patient Care Reporting. Motion carried 5-0.

Discussion and possible action regarding an update on the status of work performed under contract between VSGI and City-County Information Technology Commission (CCITC) involving the purchase of assessment software
Klein referred to the items in their packets regarding the responses to the RFP and the comparison between VSGI and the next closest vendor, which was Market Dive. Oberbeck questioned Nan Giese as to what her recommendation would be.

Giese stated we have done the hard work already with VSGI (Vision); the conversion process has been done which is a complicated and time consuming process. She noted she had recently had a couple meetings with their new program manager, who is very experienced and has been forthcoming. Giese indicated that she and the Assessment Department staff would like to stick with Vision. She stated they are currently working on the 2016 assessment year

on the Legacy system and are almost done, giving us more time. They felt the Vision program has a lot more capabilities than the other programs and instead of taking on any added risk of lawsuits we should give them some more time, like end of July or August.

Oberbeck questioned if under the procurement policy we would have to go through the RFP process again if we were to choose to not to stay with Vision. Jacobson indicated that would be her recommendation. Klein noted the RFP is already written, so we would only need to review for any changes and it could be released fairly rapidly. He felt if they were going to stay with Vision they should figure out how long they are going to allow them to finish the project. Mayor Tipple stated we should set a specific deadline date for completion; discussion followed.

Motion by Nutting, second by Mielke to continue with VSGI as recommended by the City Assessor; with a completion deadline of August 31, 2016 and a monthly progress update from staff. Motion carried 5-0.

Discussion and possible action regarding sole source purchasing request from the Police Department for Motorola Radios funded with 2016 CIP

Cpt. Matt Barnes noted this is the same CIP request they have authorized funding for and it is the best radio out there. The price is set statewide regardless of what dealer is used; it is the lowest price they are allowed to sell it to anyone and it allows us to purchase 10 radios this year. He indicated we use our local Motorola dealer, Northway Communications.

Groat noted the Fire Department has the same request and questioned if they want them to come back every year with this request. She state the Procurement Policy discusses opportunities to standardize equipment and this would fit this type of situation. Oberbeck suggested they just update the committee each year.

Motion by Nutting, second by Mielke to approve the sole source request of the Police Department for Motorola Radios. Motion carried 5-0.

Discussion and possible action regarding sole source purchasing request from the Fire Department for Motorola Radio Project

Chief Kujawa explained we are finishing up our project; this is the third year and we are purchasing 13 radios.

Motion by Mielke, second by Kellbach to approve the sole source request of the Fire Department for Motorola Radios. Motion carried 5-0.

Discussion and possible action regarding 2015 budget modification for The 400 Block Fund, Recycling Fund, and Airport Fund

Groat explained that budget variances occurred in the Recycling Fund and Airport Fund due to the allocation of DPW staff and equipment charges. She indicated that the budgets are established based upon historical trends. DPW spent more time on the fall leaf pick up and airport hangar maintenance than expected in the budget. This resulted in costs accumulating in the Recycling or Airport Fund rather than the General Fund DPW budget. The budget modification does not financially impact the City rather it moves the budget to the accounts they were charged to. She explained that The 400 Block overage was due to the fountain water costs which were not budgeted within the 400 Block Fund. The Parks general fund budget has over $200,000 left at year end. The budget transfer takes money from the Parks budget to finance the excess water costs in The 400 block Fund. Oberbeck indicated that this problem will likely occur in 2016 due to the water rate increases enacted in 2015. He stated the Parks Committee is evaluating ways to reduce costs.

Motion by Kellbach, second by Nutting to approve the budget modifications proposed. Motion carried 5-0.

Discussion and possible action regarding the financial impact of 2016 recommended salary adjustments for Police Captains

Hite provided an explanation and rationale for the proposed police captain salary adjustments. She reviewed the 2016 and 2017 financial impact. 2016 funding will be provided within the police budget from position vacancies.

Motion by Mielke, second by Kellbach to approve the salary adjustments for Police Captains as proposed. Motion carried 5-0.

Discussion and possible action regarding the financial impact of 2016 recommended salary adjustments for Police Lieutenants

Hite provided an explanation and rationale for the proposed police lieutenant salary adjustments. She reviewed the 2016 and 2017 financial impact. 2016 funding will be provided within the police budget from position vacancies.

Motion by Mielke, second by Kellbach to approve the salary adjustments for Police Lieutenants as proposed. Motion carried 5-0.

Discussion and possible action regarding the financial impact of 2016 recommended salary adjustments for Fire Department Battalion Chiefs

Hite provided an explanation and rationale for the proposed fire battalion salary adjustments. She reviewed the 2016 and 2017 financial impact. A budget modification was included in the request transferring funds from the compensation contingency to the fire budget. Wagner indicated that the fire inspector position has similar compression issues which will be reviewed in the near future by the HR Committee.

Motion by Mielke, second by Kellbach to approve the fire battalion salary adjustments and related budget modification as proposed. Motion carried 5-0.

Discussion and possible action regarding the Amalgamated Transit Union(ATU) Local 1168 Contract for the period July 1, 2015 to June 30, 2017

Hite reviewed the Transit settlement and related mediation process. She reviewed the 2016 and 2017 financial impact. 2016 funds are available within the Transit budget to finance the 2016 financial impact.

Motion by Mielke, second by Kellbach to approve the Transit Union contract as proposed. Motion carried 5-0.

Discussion and possible action regarding the Thomas Street land acquisition approval process

Lindman explained the appraisals from MSA would come to Finance Committee to be reviewed and discussed in closed session and the committee would direct us to make offers to the owners and/or negotiate up to a specific amount. MSA would then present those offers on behalf of the city and if they are accepted they would go to the Council for approval. He noted they would not go to Council until an offer was reached.

Motion by Nagle, second by Mielke to move forward with the Thomas Street land acquisition. Motion carried 5-0.

Discussion and possible action regarding the Thomas Street Relocation Plan
Discussion and possible action regarding the Thomas Street Project Data Book

Final action on these two items requires closed session. The Relocation Plan requires the signature of the Mayor to submit the plan to the state because the state is the approving agency; the city is the creator.

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 the Thomas Street Relocation Plan and Project Data Book

Motion by Nutting, second by Mielke to convene in closed session. Roll Call Vote: Ayes: Kellbach, Nutting, Nagle, Mielke, Oberbeck. Noes: 0. Motion carried 5-0.

Adjournment

Meeting adjourned in closed session at 6:42 pm.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2016 Budget Capital Projects Fund – Asphalt Overlay

Committee Action: Approved

Fiscal Impact (2016): This action will modify transfer $179,478 from street improvements to asphalt overlay

File Number:	15-1109	**Date Introduced:**	**March 22, 2016**

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☒No☐		
	Included in Budget:	Yes☒No☐	*Budget Source: Street Improvements*	
	One-time Costs:	Yes☒No☐	*Amount:*	
	Recurring Costs:	Yes☐No☒	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐No☒	*Amount:*	
	Grant Financed:	Yes☐No☒	*Amount:*	
	Debt Financed:	Yes☐No☒	*Amount*	*Annual Retirement*
	TID Financed:	Yes☐No☒	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, the 2016 budget contained $179,478 for the reconstruction of Ashland Avenue and Meadowview Road, and

WHEREAS, after hearing resident objections to the project, your CISM Committee recommended these projects be eliminated from the 2016 construction schedule; and

WHEREAS, due to other capital demands the City of Wausau eliminated the annual asphalt overlay project from the 2016 budget; and

WHEREAS, the engineering staff are recommending the City reallocate the funds budgeted for Ashland Avenue and Meadowview Road to Asphalt Overlay;

WHEREAS, your Finance Committee has reviewed and recommends the following transfer of funds:

Transfer From	150-232098230 Street Improvements	$179,478
Transfer To	150-232698230 Asphalt Paving	$179,478

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2016 budget as indicated and publish such transfer in the official newspaper.

Approved:

_____

James E. Tipple, Mayor

TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: March 3, 2016

SUBJECT: EMS BILLING AND COLLECTION SERVICES AND ELECTRONIC PATIENT CARE REPORTING SYSTEM

Purpose: To provide the Finance Committee with information regarding the EMS Billing Services and Electronic Patient Care Reporting System contract development and consider the impact to the procurement process.

Background: Based upon staff recommendations, the Common Council authorized awarding the EMS Billing Services and Electronic Patient Care Reporting System contract to McKesson at the February 28th Council meeting. The RFP and service levels are very similar to the RFP and contract executed in 2008 but for obtaining a more robust electronic patient care reporting system that provides for bedside reporting and the inclusion of hardware and software ownership within the contract.

The RFP process followed the city's procurement policy and resulted in four proposals. The RFP did not dictate a specific Electronic Patient Care Reporting System vendor but did indicate that the current service provider was ImageTrend. All of the proposers offered the ImageTrend software and some offered alternates. The McKesson proposal only offered the ImageTrend product.

City staff conducted a contract negotiation kick off meeting. McKesson has requested that the city enter into two separate contracts. One contract with McKesson for EMS billing. A second contract with Image Trend for the Electronic Patient Care Reporting Software. The City will pay for all services to McKesson based upon the prices offered in the proposal. McKesson will then pay for the Electronic Patient Care Software from revenues generated by the contract. Separate contracts will aid in defining the scope, responsibilities, obligations and authorities of each of the contractors.

Staff wishes to communicate that two contracts will be developed from one RFP process so that the Finance Committee is informed and can express concerns or questions. In addition, the Finance Committee can contemplate whether the contract with ImageTrend requires a sole source designation.

Department of Community Development
Community Development Authority

Ann Werth, Director

MEMO

TO**:** Finance Committee members

FROM: Tammy Stratz, Community Development

DATE: March 2, 2016

RE: 2016 Community Development Block Grant Program

The Citizen's Advisory Committee for Community Development held two public hearings to receive comments on community needs, public performance and the proposed 2016 Community Development Block Grant (CDBG) program funds. On Wednesday, December 9, 2015, the Committee held its first working session meeting to develop a proposed statement of objectives and use of projected funds for the 2016 Block Grant program. On February 16, 2016 the City of Wausau received notification as to what the actual allocation amount will be. The Citizens' Advisory Committee met again on Monday, February 29, 2016 to program these new figures.

Enclosed are the summary pages for all the applications we received for the 2016 funding. Also enclosed is the breakdown sheet of the proposed use of 2016 funds as recommended by the Citizen's Advisory Committee. If you would like a binder with the complete applications, please let me know and we will get you one right away. As you evaluate the recommendations and funding requests, there are a number of items to consider. This year we had funding requests totaling $633,587. The City of Wausau's 2016 Block Grant allocation will be $557,487. When reviewing the attached proposed program, please remember that public service activities cannot be funded for more than 15% of the $557,487 – or a maximum of $83,623.

The primary purpose of the Housing and Community Development Act is to develop a viable community by providing decent housing and suitable living environments, expanding economic opportunities primarily for low and moderate income persons, and provide a safe community. All activities must have been rated as a high priority in our 5-year Consolidated Plan in order to be considered for funding. All activities the Community Development Citizens Advisory Committee has recommended meet these criteria. In addition, each activity carried out with CDBG funds must meet one of the three broad national objectives:

- Benefit low and moderate income persons
- Aid in the prevention or elimination of slum and blight
- Meet other community development needs having a particular urgency because existing conditions pose a serious or immediate threat to health.

Also attached is our 2016 Action Plan for spending the Community Development Block Grant funds. Please review it and let us know if you have any questions. This plan is due into HUD no later than April 10, 2016.

If you have any questions regarding the process, the proposals or funding recommendations, please call me at 261-6682. Thank you for your input and your continued support of this program.

Wausau City Hall 407 Grant Street, Wausau, WI 54403 715-261-6682
715-261-6808 (fax)

2016 CDBG Program

Activity Code	Applicant/Agency	Requested	Cit. Adv. Recommended	Finance Approved	Council Approved
A - 570.206	CD Administration	$ 112,000	$ 111,497		
ED - 570.201 (d)	Brownfield Revolving Loan	$ 30,000	$ 27,990		
ED - 570.203 (b)	Economic Development	$ 35,000	$ 35,000		
H - 570.202	Homeowner Rehabilitation	$ 150,000	$ 150,000		
PF - 570.201 (c)	Neighborhood Revitalization	$ 30,000	$ 30,000		
PF - 570.201 (c)	Street Reconstruction	$ 125,000	$ 125,000		
PS - 570.201 (e)	Big Brothers Big Sisters	$ 10,000	$ 8,000		
PS - 570.201 (e)	Childrens Service - Start Right	$ 36,523	$ 20,000		
PS - 570.201 (e)	Project Step Up (Cath. Charitities)	$ 10,000	$ 10,000		
PS - 570.201 (e)	Warming Center (Cath. Charitites)	$ 10,000	$ 5,000		
PS - 570.201 (e)	Sal. Army - Transitional Living Center	$ 30,000	$ 15,000		
PS - 570.201 (e)	Hispanic Chamber of Commerce	$ 20,064	$ -		
PS - 570.201 (e)	Short Street Housing Services	$25,000	$ 20,000		
PS - 570.201 (e)	Benedictine Living Community	$ 10,000	$ -		
	Total	$ 633,587	$ 557,487		

Note: Public Service funding cannot exceed 15% of grant amount $ 83,623

$ -

P.S. - Public Service Cap 15% Left to Fund $ -

Administration Cap 20% PS Left to Fund $ 5,623

Code Definitions:

A	Administration/Planning
C	Clearance
ED	Economic Development
H	Housing
PF	Public Facility
PS	Public Service
SB	Slum & Blight

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NOV 05 2015
Community Development Dept.
City of Wausau
(Date Received by City)

Community Development Department
Community Development Authority

Ann M. Werth
Director

2016COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: City of Wausau – Brownfield Revolving Loan Funds

Person(s) Speaking: Ann Werth/Tammy Stratz

Amount Requesting: $ 30,000

Number of persons to be served: _____

Brief summary of proposal: Approximately 2 – 3 properties

Program funding would assist in clean-up/remediation of identified brownfields throughout the City. Funding can assist either for-profit, non-profit or city in projects whose goal is not only to clean up these sites, but to assist in the marketability of these sites.

Public Hearing dates are:

November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 5, 2015** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 261-6682.

RECEIVED
NOV 05 2015
Community Development Dept.
City of Wausau
(Date Received by City)

Community Development Department
Community Development Authority

Ann M. Werth
Director

2016COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: City of Wausau, Economic Development

Person(s) Speaking: Ann Werth/Tammy Stratz/Christian Schock

Amount Requesting: $_35,000

Number of persons to be served: ___2 -3 businesses

Brief summary of proposal:

Program funding would assist in the form of loans or grants to promote job creation and or retention in new and existing businesses. This program promotes small business development through its Micro-Loan Program and Women and Minority Loan Program. Assistance will allow the creation of additional tax base as well as create/retain job opportunities for income qualifying individuals,

Public Hearing dates are:

November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

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Director

2016 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: City of Wausau – Homeowner Rehabilitation Loan Program

Person(s) Speaking: Tammy Stratz

Amount Requesting: $ 150,000

Number of persons to be served: approx. 8 households

Brief summary of proposal:

Funding will allow the continuation of the Homeowner Rehabilitation Loan Program. This program assists income qualifying households with a low interest loan which funds the rehabilitation of their primary home. The loan charges 2% simple interest with monthly payments based on their ability to pay. Minimum monthly payments are $50 after the work has been completed. Rehabilitation work can consist of roofing, electrical, plumbing, insulation, furnace replacement, siding, windows, and any non-code compliant items (to name a few).

Public Hearing dates are:

November 5, 2015 at 5:00 PM in the Board Room at City Hall
November 11, 2015 at 5:00 PM in the Council Chambers at City Hall

Presenting your proposal at one of these public hearings is mandatory.

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Community Development Authority

Ann M. Werth
Director

2016COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: City of Wausau – Neighborhood Revitalization

Person(s) Speaking: Ann Werth/Tammy Stratz

Amount Requesting: $ 30,000

Number of persons to be served: Approximately 50 – 75 households

Brief summary of proposal:

Program funding assists with various neighborhood activities. Neighborhoods located in income qualifying census tracts can request funding for neighborhood enhancements. Such items could be public facility improvements, infrastructure improvements, crime reduction activities, etc. Proposed projects/programs must meet federal regulations and guidelines.

Public Hearing dates are:

November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

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Community Development Department
Community Development Authority

Ann M. Werth
Director

2016 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: City of Wausau -Department of Public Works, Engineering Division

Person(s) Speaking: Sean Gehin, P.E., Project Engineer

Amount Requesting: $ 125,000

Number of persons to be served: 68 Res. Prop.

Brief summary of proposal:

The project will involve the reconstruction of Chicago Avenue from 2nd Street to east of 9th Street.

Public Hearing dates are:
November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

Presenting your proposal at one of these public hearings is mandatory.

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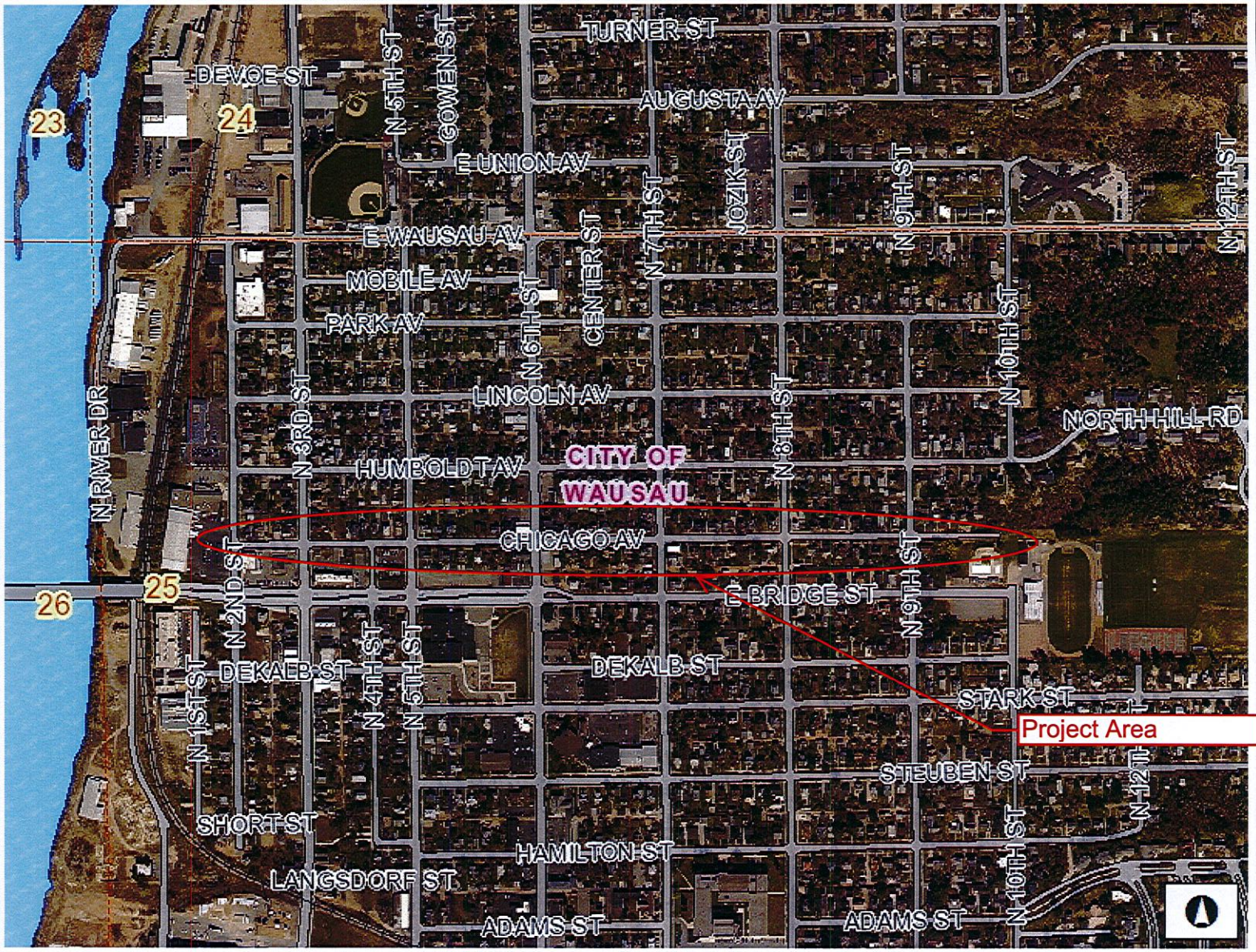
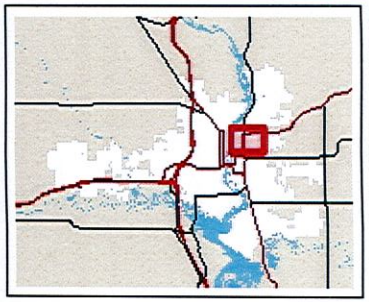
Any questions regarding the Block Grant program or process please call Tammy Stratz at 261-6682.

DPW Mapping System





Legend

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

Map Created: 10/30/2015

320.74 0 320.74 Feet

User_Defined_Lambert_Conformal_Conic

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

Notes

Community Development Department
Community Development Authority

(Date Received by City)

Ann M. Werth
Director

2016COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: Big Brothers Big Sisters of Northcentral Wisconsin

Person(s) Speaking: Linda Koepke

Amount Requesting: $ 10,000

Number of persons to be served: 100

Brief summary of proposal:

Site based mentoring using the Wausau School District schools as host sites, as well as the Boys & Girls Club of the Wausau Area. Big Brothers Big Sisters of Northcentral Wisconsin will serve 100 children in the City of Wausau in a site based mentoring relationship. Children that are in a mentoring relationship improve academically and socially. With greater self-confidence and improved self-esteem, children have better relationships with peers and adults; children are able to make better choices and not submit to risky behaviors
Not only are the children of the mentoring relationship affected in a positive way, the mentors or volunteers receive a great impact as well. The majority of our volunteers in our site based program are high school students from Wausau East, Wausau West and Newman High Schools. High school volunteers benefit by giving back to community and learning at a young age what it means to volunteer and contribute to the community they live in. Volunteering looks great on college applications and scholarship forms. Thank you for your past generous donations to Big Brothers Big Sisters and thank you in advance for any consideration in the future.

Public Hearing dates are:

November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 5, 2015** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 261-6682.

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NOV 05 2015
Community Development Dept.
(Date Received by City) City of Wausau

Community Development Department
Community Development Authority

Ann M. Werth
Director

2016COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: Children's Service Society of Wisconsin d/b/a Children's Hospital of Wisconsin Community Services

Person(s) Speaking: Kimberly Van Hoof

Amount Requesting: $ 36,523

Number of persons to be served: 72

Brief summary of proposal: Children's Service Society of Wisconsin d/b/a Children's Hospital of Wisconsin Community Services also known as the Family Resource Center proposal includes the provision of In-Home Parenting Education/Stepping Stones using the evidence-based Nurturing Parenting curriculum. The program provides one-to-one parent education and support services for parents and caregivers with child prenatal to 18 years of age. Parents and caregivers will gain knowledge and awareness of and learn activities that support child development. In-Home Parenting Education is designed to teach parents skills in their homes where a real life understanding of the issues and barriers can be realized. Stepping Stones is designed to provide health and parenting education to all parents and caregivers through our 24 hour warmline and Family Coaching which are specific topics that can be taught in person or via a phone call. The population focus will include all families, parents and caregivers with children prenatal to 18 years of age residing in the City of Wausau. The program is designed to assist those who are experiencing problems parenting their children with targeted outreach.

Public Hearing dates are:

November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
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Community Development Department
Community Development Authority

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Ann M. Werth
Director

2016 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING
SUMMARY PAGE

Name of Organization: Catholic Charities

Person(s) Speaking: Roberto Partarrieu

Amount Requesting: $ 10,000

Number of persons to be served: 30 families

Brief summary of proposal: Project Step Up

Project Step Up provides assistance for families with children who are struggling to make ends meet financially so they can achieve a successful financial future.

Public Hearing dates are:
November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

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Community Development Department
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Ann M. Werth
Director

2016 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING
SUMMARY PAGE

Name of Organization: Catholic Charities

Person(s) Speaking: Roberto Partarrieu

Amount Requesting: $ 10,000

Number of persons to be served: 150

Brief summary of proposal: Wausau Community Warming Center
The Wausau Community Warming Center provides a safe, clean place for adult men and women experiencing homelessness to sleep overnight, shower, clean their clothing, and eat, while ensuring the guests' personal dignity, respect, and safety.

Public Hearing dates are:
November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

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Director

2016COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: Hispanic Chamber of Commerce of Wisconsin (HCCW)

Person(s) Speaking: Will Gomez – HCCW Wausau Regional Director

Amount Requesting: $20,000.00

Number of persons to be served: 20 Clients Served

Brief summary of proposal:

The Hispanic Chamber of Commerce of Wisconsin (HCCW), a 501(c)(3) non-profit community development organization with Regional offices in the City of Wausau, will provide bilingual Business Services and Work Readiness anti-poverty programming to low- and moderate income (LMI) individuals residing within the limits of the City of Wausau. The HCCW Upward Program, available to everyone regardless of their ethnicity or cultural background, through one-on-one and group case management services will provide participants with the tools and knowledge to: 1) Realize their entrepreneurial goals and either become successful business owners or grow their existing micro-enterprise, or 2) Secure full-time employment in family sustaining high-paying jobs with a career path. The following services will be provided as part of this holistic program:

HCCW Business Services

The HCCW will provide bilingual management and technical assistance services to participants interested in business start-up or growth. Qualified HCCW staff will provide information and assistance in one-on-one and group settings. Services will include: development of business and marketing plan, filling documents of incorporation (LLC and FEIN), applying for licenses and permits, access to capital, deal flow, accounting, human resources, networking opportunities, among others. The HCCW will establish partnerships and collaborations with other local organizations providing similar services in order to insure services are not being duplicated.

HCCW Talent Initiative

The HCCW Talent Initiative is unique and innovative by design in that it provides a comprehensive and holistic training solution and support to its participants to ensure long-term success, addressing issues such as substance abuse, financial education, transportation and lack of Essential Life Skills, which ultimately disqualify someone from sustained employment. Participants must demonstrate key growth in job readiness in order to continue their participation in the program. This HCCW Initiative enables trainees to remain focus in their development while continuing to support their families throughout the training process. Upon training completion, the HCCW works with its established employer network to directly connect trainee graduates to pre-placed high-paying entry level employment.

Public Hearing dates are:
November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

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City of Wausau

Ann M. Werth
Director

2016COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: City of Wausau, Transitional Housing Services

Person(s) Speaking: Ann Werth/Tammy Stratz

Amount Requesting: $_25,000

Number of persons to be served: ___8 families_

Brief summary of proposal:

Program funding would assist in providing services to families living in the Short Street Transitional Housing Units. These services would consist of financial education to development long term plans/goals so these families can become self-sufficient and will be able to find and keep permanent housing. These services will not only assist the families while they are living at the Short Street Transitional Housing Units, but will follow them to their new homes to continue assistance to ensure success.

Public Hearing dates are:

November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

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City of Wausau

(Date Received by City)

Community Development Department
Community Development Authority

Ann M. Werth
Director

2016 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: Benedictine Living Community

Person(s) Speaking: Katie McMahon - Wellness Director

Amount Requesting: $ 10,000

Number of persons to be served: 29

Brief summary of proposal:

We are looking to create a resident sensory room. This room will have different items that have been proven to help calm and stimulate residents with dementia / Alzheimer's disease. We would like to provide a space for our residents that is relaxing and inviting. Our residents served this community all their lives and deserve to have the best quality of life possible.

Public Hearing dates are:
November 5, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall
November 11, 2015 at 5:00 PM in the 2nd floor Board Room at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 5, 2015** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 261-6682.

COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE

Time and Place: The Community Development Citizens Advisory Committee met on Wednesday, December 9, 2015 at 5:30 pm, Board Room at City Hall

Members Present: Chairman Bohlken, S. Ackerman, Kellbach, D. Ackerman, Freiberg, Gumness, Bloomquist, Olafsson, Campbell

Members Absent: Thao and Reif

Others Present: Tammy Stratz and Travis Lepinski, staff

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and e-mailed to the Daily Herald in the proper manner.

(1) Call to Order

Chairman Bruce Bohlken called the meeting to order at 5:38 pm and thanked everyone for attending.

(2) Approval of the November 5 and November 11, 2015 minutes.

Gumness approved the minutes, D. Ackerman seconded. Motion passed unanimously.

(3) Development of a proposed statement of objectives and use of funds in connection with the City of Wausau Consolidated Plan for the 2016 Community Development Block Grant Program.

Stratz revealed that she received an e-mail from the HOPE Life Center stating they would like to pull their application. She indicated that she had visited the Center and had a great conversation with them regarding their programs and what the reporting would look like if they received funding from CDBG. After they discussed it more with their board, they decided they did not want the responsibility of the extra paperwork for the few thousand dollars that they might receive.

Stratz asked if the committee would like to start with the Public Service portion of the funding or if they would like to start with the other activities. Bohlken responded that typically we start with the Public Services because those are the most difficult to get through and then determines how much is left with the remaining projects. D. Ackerman stated that if the non-public service activities are funded according to what was requested, that would add up to $482,000 – leaving $78,000 for the public services. This amount is under the 15% maximum amount of $84,000. S. Ackerman asked if there was a possibility of giving additional funding to those non-public service activities. Stratz answered that if there was a program that they deemed necessary to give additional funding, they as a committee could do so. Stratz asked how many committee members funded the maximum to the Public Services – there were a few that answered that they did. The rest were around the $75,000 - $78,000 amount.

The Hispanic Chamber of Commerce's application was also discussed. Based on the application request, they could be listed as either a public service or an economic development activity. If we fund them at all, we need to be very specific as to how the money was to be expended. If we funded them for their educational/business mentoring program, that would fall under the public service category. If we funded them for loans to start-up businesses/job creation/etc., then it would fall under the Economic Development category. Stratz indicated that if the committee elects to fund them through Economic Development, the committee could increase the funding amount and "ear mark" funding towards the Hispanic Chamber. Stratz also stated that staff would work with the Chamber and not just cut a check to them – the check would be cut directly to the business owner. This would allow the Chamber and

Community Development staff to work together to understand each other's requirements and processes. Freiberg liked that idea. Campbell mentioned that the Salvation Army's application mentioned that they work with the Hispanic Chamber of Commerce at NTC and was wondering if that would be a duplication

of services. Stratz indicated that the Salvation Army provides transportation to the GOAL lab at NTC to help with their population obtaining their G.E.D. Since the Hispanic Chamber of Commerce is located at NTC and offers educational classes to the Hispanic population, she could see how the Salvation Army works with the Chamber.

Bohlken quested if there was a consensus of funding the non-public service categories fully and then move on to the public services. All agreed. In doing so, that left $78,000 for the public services.

D. Ackerman requested more detailed information regarding the Street Reconstruction program that shows how many properties benefited from the Block Grant Funds and how much each property received. Stratz stated we could get that information to the committee.

Stratz asked if any committee member DIDN'T fund any program? Bloomquist had questions regarding Benedictine Living Community and her concerns that if we fund this organization, would it open it up to other organizations to apply? And why didn't they apply elsewhere to get funding. Stratz indicated that she probably doesn't know of any funding sources. Katie had called Community Development and Stratz met with her to discuss their needs and if it would qualify for Block Grant Funds. Through this discussion, is was deemed that their proposed program would qualify. There is always a possibility of other organizations applying for the same program after word gets out, but if their organization qualifies for working with low-income clientele, we would be open to funding them as well. Bloomquist also stressed her concern about the size of the room and all the activities that are going on and if it would be overwhelming to the clients. Freiberg stated that the organization was requesting the Cadillac version and may not need the full $10,000 to do good things. She would like to get them started and would be a great partnership and could showcase it. Freiberg was concerned about the plan for the Occupational Therapist and how each client would be set up once the room was there. S. Ackerman liked that this would be a one-time request. Gumness quested if there were any other funding sources that they might have if we did not fund them to the capacity that they needed and had many questions. Several committee members were concerned about the size of the space and having it be overwhelming. Bohlken liked the request and would like them to be able to answer these questions and come back and make another request. Campbell asked if the $10,000 would fund it. Stratz indicated that the $10,000 would give them everything and they would be happy with less. Stratz asked how many didn't fund and how many funded. Half said they didn't fund – the other half had an average of $5,000. After more discussion, all agreed to not to fund at this time.

Stratz asked if there were any other organization members did not fund. Bloomquist stated that she thought the Hispanic Chamber of Commerce is a wonderful program but she was confused as to what they were requesting funding for. Freiberg stated that there were two parts of their application, one was the mentoring program and then there was a portion that was an economic development loan program. Stratz stated that the application itself didn't differentiate which program they were requesting funds for and, if funded, we would have to be specific as to how their funding would be utilized for. Bloomquist asked if McDevco would be a better place to partner with. Bohlken agreed. Stratz indicated that McDevco started funding loans with the assistance of the City of Wausau and after working closely together and understanding the necessary paperwork/criteria, McDevco was able to perform as CDBG required and now we are able to just send funding over to them and they manage and service those funds accordingly. With hopes of working together and seeing how they work, we might be able to work

the same with the Hispanic Chamber. There were concerns about monitoring them and proving that the clients that are being helped are Wausau clients. After more discussion, committee members agreed not to fund the public service side but to try to assist them through the Economic Development loan funds.

Big Brothers Big Sisters was discussed next. A couple members gave it zero because it is a great organization and they have many other funding sources that they would be ok if we didn't fund them. Several think this organization is very important to the community and work with the kids that really need the mentoring and support. Many loved the high school mentoring component. After discussion, the committee settled on $8,000.

Children's Service Society was discussed next. All loved this program and agreed to fund it – childhood development is a big problem. After negotiations, the amount of $20,000 was agreed upon.

Short Street Housing Services was next. Bohlken mentioned the article that was recently in the City Pages with the first success story from this pilot program. Funding recommendations were across the board and started at $15,000. Many wanted more to truly get this project up and running like it should. Members agreed on $20,000. S. Ackerman suggested that when the families move from the Short street locations, that they try to find a new home in the same grade school area so those kids are not uprooted again.

Project Step Up – Stratz indicated that she had discussed with Catholic Charities if this requested amount was to assist with Short Street and they responded that it was to maintain their program. Bloomquist added that Catholic Charities does an amazing program in assisting people finding places to live and to maintain their housing and find additional services they may need. All agreed that it is a great program and agreed to totally fund it at $10,000.

Warming Shelter was next. This will be their third year opened and third request from Block Grant. Campbell asked what the clientele looked like this year. Bloomquist responded that they are younger and more mental issues. It used to be just "drunk" people who were easier to work with. Now, they want to fight more. They only get three strikes and then they are no longer welcome to come back. They all agreed this is a great program but not a lot of funding to go around so recommended $5,000.

That leaves $15,000 for the Salvation Army. S. Ackerman questioned why they didn't come to the public hearing. Stratz stated that she wasn't really sure why the mix up happened. The leadership is newer and trying to get their arm wrapped around all their funding sources. Discussion was had regarding their current facility that isn't able to assist the needs of the community and they are looking for ways to correct that. S. Ackerman suggested that $10,000 goes to the Salvation Army and the remaining $5,000 goes into Economic Development for the Hispanic Chamber of Commerce. Gumness stated that if the Chamber does not come up with a project to utilize those funds, that won't help the public services that are on the table today. Stratz indicated that the Economic Development funds already allocated may assist any projects the Hispanic Chamber of Commerce initiates. We do not have to say only a certain dollar amount is for the Hispanic Chamber and only so much is for any other potential clients. After more discussion, the committee agreed to fund the remaining $15,000 to the Salvation Army.

The total 2016 recommended allocations are as follows:

Administration	-	$112,000
Brownfield Revolving Loan Fund	-	$ 30,000

Economic Development	-	$ 35,000
Homeowner Rehabilitation	-	$150,000
Neighborhood Revitalization	-	$ 30,000
Street Reconstruction	-	$125,000
Big Brothers Big Sisters	-	$ 8,000
Children's Service Society	-	$ 20,000
Project Step Up	-	$ 10,000

Warming Center	-	$ 5,000
Salvation Army	-	$ 15,000
Hispanic Chamber of Commerce	-	$ --0—
Short Street Housing Services	-	$ 20,000
Benedictine Living Community	-	$ --0—
TOTAL		$560,000

S. Ackerman moved to approve the 2016 Community Development Block Grant program as recommended. Olaffson seconded. Motion passed unanimously. Stratz indicated that we will wait until we received notification from HUD as to what the true allocations will be. Committee members may need to meet once we have those true numbers if the allocation amount changes significantly. From there we will take the proposed program to Finance Committee and on to Common Council.

(4) Adjourn

With no other business before the committee, D. Ackerman moved to adjourn the meeting, Freiberg seconded. The meeting was adjourned.

Respectfully Submitted,

Bruce Bohlken
Chairman

COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE

Time and Place: The Community Development Citizens Advisory Committee met on Monday, February 29, 2016 at 4:30 pm, Board Room at City Hall

Members Present: Chairman Bohlken, Freiberg, S. Ackerman, Kellbach, Thao, Bloomquist, Gumness, Campbell, and Olafsson

Members Excused: Reif, and D. Ackerman

Others Present: Mayor Jim Tipple, Ann Werth, Travis Lepinski and Tammy Stratz, staff

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

(1) **Call to Order**

Chairman Bruce Bohlken called the meeting to order at 4:33 pm and thanked everyone for attending.

(2) **Approval of minutes from December 9, 2015**

Motion by Olafsson. Second by Freiberg to approve the minutes as presented. Motion carried unanimously.

(3) **2016 Block Grant Program: Deallocation of decreased funding from U.S. Department of Housing and Urban Development (HUD)**

Stratz indicated that the City received notification from H.U.D. stating the City's 2016 allocation will be $557,487 – which is $2,513 less than originally planned for – over $20,000 less than last year's allocation. According to the City's Citizens Participation Plan, if the final allocation is more or less than 10% of the originally planned amount, the Citizens Advisory Committee would need to reconvene to reallocate the new amount. The 2016 amount is just under 1% change; however, since staff had an additional item to bring to the committee, we wanted to give the committee a chance to comment.

Staff indicated the maximum funding for administration was decreased to $111,497 – which created a difference of 2,010 left to de-allocate. Stratz also indicated that staff has some recommendations but didn't want to steer the committee. All committee members hearing staff's recommendations. Staff indicated to make it easier and rather than nickel and diming non-profits, to just decrease the Brownfield Revolving Loan Fund program by the $2,010. This small cut would not make a big impact. Committee members quickly agreed. Olafsson moved to decrease Administration to $111,497 and Brownfield Revolving Loan fund to $27,990. The other activities would maintain the previously recommended amounts. Freiberg seconded. Motion passed unanimously.

(4) **Approval of Proposed Guideline Changes for the Downpayment Assistance Program**

Stratz discussed the Downpayment Assistance Program the City has to offer income-qualifying households Staff is currently working on a new downpayment assistance program called Live It Up Wausau. This program is different because it is the first time we have offered a program in which income qualifications do not apply – we are soliciting local employers to invest in this fund in which their employees can take advantage of assistance to purchase a home within the City of Wausau. When putting this program together, it was determined to offer a carrot to the homebuyers that if they make their monthly/annual payments as agreed, the final year of payments will be forgiven. Staff would like the change the guidelines for the current Downpayment Assistance Program to offer the same carrot. If the client makes the monthly payments and follows through on all the requirement of the Promissory Note,

the final year of payments will be forgiven. Staff hopes that this will encourage more of their clients to make their payments on a timely basis. S. Ackerman moved to approve the changes as presented. Gumness seconded. Motion passed unanimously.

(5) Adjourn

With no other business to come before the committee, Gumness moved to adjourn the meeting, Olafsson seconded. The meeting was adjourned.

Respectfully Submitted,

Bruce Bohlken
Chairman

DRAFT

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

2016 represents the second year of our 5-year Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The objectives and outcomes that were identified in our 2016 Plan are consistent with our Consolidated Plan. We continue to strive to assist the lowest income category in housing, neighborhood resources and through the funded public service activities. Economic Development is also a high priority; however, it is more difficult to underwrite those loans when assisting very low income clientele. The economic climate continues to improve - we see our existing businesses now willing to expand and new businesses willing to take a chance on a new dream.

Homelessness continues to rise in Wausau. Marathon County Housing and Homeless Coalition just released their 5-year Homeless Plan at the end of 2015. This plan discusses why people become homeless in the first place and what hurdles they have in order to find suitable housing again. In most cases, education/counseling/mentoring is the way to success. Additional funding is needed to assist with case management for these clients as just "cutting a check" is no longer a long-term answer. We will continue to fund those agencies that work with the Homeless population as well as expanding our Pilot Program of Transitional Living Units with our coalition.

Neighborhood Revitalization is also an on-going activity. Wausau has several Neighborhood Associations that are located in income-qualifying census tracts. All these neighborhoods have their own issues to deal with and staff will continue to work with them to identify those issues and develop programs/projects to address these needs.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Housing and Neighborhood Revitalization continues to be high on our priority list. The Homeowner Rehabilitation Loan Program continues to be popular and aims to assist low-income households to

OMB Control No: 2506-0117 (exp. 07/31/2015)

better their homes in energy-efficiency, safety hazards, and non-code compliant issues. The past couple of years the waiting list has dwindled due to Homeowner's not qualifying due to being over mortgaged or facing possible foreclosures. These situations take time to better themselves but we have started seeing housing values rise. We hope this continues so we can help those that desperately need assistance.

Assistance with economic development has started to see an increase in activity. CDBG funding assists new businesses and businesses looking to expand. This past year we have had more contact with such clients. These activities take time to cultivate and may take years to get a business/client where they need to be to feel comfortable in starting their business or expanding their existing business. McDevco (our Economic Development arm of the City) has received more requests for funding this past year and it looks like that will continue. Reporting back from such recipients of Economic Development type loans continues to be a struggle. We are looking at ways to encourage those clients to complete the necessary paperwork after the loans have been given.

As mentioned above, homelessness continues to be an issue. We have partnered with several housing agencies and started a pilot Transitional Housing program this past year. We have discovered many hurdles along the way and will continue to work together to "iron our the creases". As with all pilot programs, growing pains occur but we have had a couple of successes along the way. We hope to learn from our mistakes so there are more successes in the near future.

4. Summary of Citizen Participation Process and consultation process

The Community Development's Citizens' Advisory Committee consists of thirteen citizens that are appointed by the Mayor. This committee plans the Block Grant application process. In preparation of each program year, two public hearings are held to receive Community Development Block Grant and Public Hearing concerns. The committee is responsible for allocating the annual Block Grant funding towards eligible activities. Their recommendations are then forwarded on to the City of Wausau's Finance Committee and then on to the City's Common Council for its approval. After the Citizen's Advisory Committee develops their plan and before Council approval, the proposed plan is advertised in the Wausau Daily Herald as well as posted on the City of Wausau's web page to accept comments. Any comments that are received are passed on to the appropriate body and added to the proposed Action Plan for that program year.

Two Informational Sessions are held for anyone wishing to understand the process better. In addition, mailings were sent to all non-profits who received funding in the past and those that had mentioned they were interested throughout the year providing them with dates and deadlines for applying for funding. There was one organization that attended to discuss the possibility of applying for funding and the steps involved. Staffed worked closing with this organization to get them ready for the application processes.

5. Summary of public comments

Ten organizations attended the public hearings requesting funding – programs from homelessness providers, Hispanic Chamber of Commerce, youth programs and elderly services. We were excited to hear from two new organizations this year.

We did not receive any comment regarding this written proposed plan. (We will add these once the public comment period is over and if there are any comments to add.)

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

As mentioned above, this plan represents the second year of our 5-Year Consolidated Plan. Staff was excited to hear from two additional organizations regarding the needs of their clients and how Block Grant funding could assist them. We hope to continue outreach so additional organization will come to educate our committee on the upcoming needs. Without the ability to listen to those around us, we would never be able to stay abreast of the ever changing needs. This plan represents high priorities – youth outreach and education, homeless – transitional housing needs, housing needs, economic development and infrastructure needs.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	WAUSAU	Ann Werth, Director of Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Wausau Community Development is the lead agency for the Community Development Block Grant Funds.

Consolidated Plan Public Contact Information

Ann Werth - Community Development Director

Tammy Stratz - Community Development Manager

715-261-6680

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Community Development Department works very closely with all the non-profit organizations throughout the City of Wausau and Marathon County as a whole. Working in collaboration with these agencies make all of us do a better job – better understand the needs of the community and find ways in which we can work together to tackle some of the tough issues out there – lack of transportation, need for decent wage jobs, need for additional affordable housing, the ever increasing homeless population, to name a few.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The actions that will take place in 2016 are as follows:

* Continue the partnership with Marathon County Health Department to derive ways to decrease the number of children affected by lead based paint poisoning. The need for additional contractors is high in this area and we are both trying to find ways to encourage additional contractors to become lead certified abatement contractors. This is a very hard up-hill battle.

* Continue the semi-new Housing and Hoarding coalition which addresses the growing number of hoarding situations local agencies are seeing. The goal is to develop a path to get these clients the help they need to address all issues associated with hoarding. This is another large up-hill battle.

*Continue working with neighborhood associations located within the low-income census tracts. Each neighborhood association develops group goals. Staff works closely with these groups to work towards achieving their goals.

*Continue the Transitional Housing pilot program we stared in collaboration with Northcentral Community Action, Salvation Army, Women's Community, and Catholic Charities. The City of Wausau provides a four-unit apartment to house homeless families up to 6-months while they work on issues that created the homeless situation. The goal is to work with the clients so they can find and maintain permanent housing. We have had many growing pains over the last year but also had a few success stories!

*Continue working in partnership with the Community Development Authority to possibly turn public housing tenants into homeowners.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Community Development Department works Catholic Charities to assist with the funding of the Warming Shelter. The shelter is open from late fall/early winter through spring for warm, overnight shelter. The shelter is operated by many volunteers. The coordinator tries to gain the trust of each client to better understand their situation and work with them to develop a plan to find and keep housing. This clientele is a little rougher and many wish to stay homeless. However, they have had many, many success stories since they opened in 2013.

Staff works with the Salvation Army to assist their Homeless Shelter. Their clients are required to work/go to school/apply for jobs/etc. for 35 – 40 hours a week. As a part of that requirement, at least 10 hours must go towards volunteering. The client is only allowed to stay up to 90 days and they have a lot of work to get done in those 90 days to be able to find long-term housing. The current Salvation Army buildings are no longer suitable for today's clientele. The Army and the City of Wausau are working together to develop a better facility to meet the needs to today's homeless clients.

Staff will continue the Transitional Housing Pilot Program partnering with the Northcentral Community Action, Salvation Army, Women's Community and Catholic Charities. To date we have been able to house 8 families in which we had two success stories. We will continue to work with these agencies to make necessary changes to the program to address the growing pains we have had. This property is also located in an area that is in the process of being redeveloped and will eventually be torn down. If this program becomes more successful, the City will purchase another property to take its place or work with local landlords to provide the housing units they need.

All of these programs have found that the way out of homelessness is through case management. Most clients need to have someone who they are accountable to, to encourage necessary changes, to develop goals, and to follow through on those goals. Case management is critical - that is why we have approved funding for case management for our Transitional Housing clients.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Wausau does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

- See chart on the following pages -

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	NORTH CENTRAL COMMUNITY ACTION PROGRAM
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	North Central Community Action works with all different types of housing issues - from security deposits and/or rental payments, homelessness, and working with clients to identify their needs. Staff works closely with them with the Transitional Housing pilot program.
2	**Agency/Group/Organization**	SALVATION ARMY
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff works with the Salvation Army with funding for their Homeless Shelter. The City of Wausau owns the property in which the Transitional Housing Pilot Program is being utilized at. Staff works very closely with them on this program.

3	**Agency/Group/Organization**	CATHOLIC CHARITES
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Catholic Charities operates the local Warming Shelter for homeless adults. They also provide services through their Project Step Up Program which is a mentoring programs to assist their clients develop goals to become self-sufficient. They are also part of the collaboration of the Transitional Housing project program.
4	**Agency/Group/Organization**	THE WOMEN'S COMMUNITY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Women's Community operates an Emergency Shelter for victims and their families of domestic abuse. They are also a partner of the Transitional Housing Pilot Program.
5	**Agency/Group/Organization**	UW Extension - Marathon County
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education Service-Fair Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The UW-Extension works with community leaders to find ways to assist residents in many areas of need. They operate Budgeting Classes, Bank ready classes, Landlord/tenant classes, education classes across the board. Staff works with them to develop programs to assist with the financial education of clients.
6	**Agency/Group/Organization**	Wisconsin Judicare
	Agency/Group/Organization Type	Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Wisconsin Judicare is the fair housing guru of Marathon County. Staff works with them for fair housing issues with our clients, other clients, fair housing complaints, tenant/landlord issues. We also work with them with our Rental Licensing ordinances.
7	**Agency/Group/Organization**	BIG BROTHERS BIG SISTERS
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Needs of the Youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Big Brothers Big Sisters of Marathon County has the pulse of our children and the local schools. They work with all ages of youth to partner their "littles" with "bigs". Staff works with them with funding to continue their program in low income public schools.
8	**Agency/Group/Organization**	United Way of Marathon County
	Agency/Group/Organization Type	Regional organization Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The United Way of Marathon County provides crucial information in their annual Life Report with discusses the un-met needs of the community. They developed a Housing and Homeless Coalition which is tackling ending homelessness in Marathon County. These are just a few of the areas staff works with the local United Way.
9	**Agency/Group/Organization**	Marathon County Health Department
	Agency/Group/Organization Type	Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Marathon County Health Department and Community Development partner through their Lead Prevention Team meetings. They discuss identifying lead hazards in homes and how to eliminate them so children are no longer exposed to these hazards. They also developed the Housing and Hoarding Coalition whose goal is to better assist those citizens who do have a hoarding issue.
10	**Agency/Group/Organization**	North Central Health Care
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	North Central Health Care Center provides staff to assist handicapped (both physical and mental)persons so they can live semi-independently. Community Development owns three different buildings of which their clients are able to live. North Central Health Care then provides 24/7 care to these individuals. Staff is constantly told that North Central Health Care needs more facilities like we have to house their clients.
11	**Agency/Group/Organization**	Wausau Community Development Authority
	Agency/Group/Organization Type	PHA Grantee Department
	What section of the Plan was addressed by Consultation?	Public Housing Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Wausau Community Development Authority operates the Housing Voucher programs, 46-scattered sites for public housing, Riverview Towers (elderly and disabled housing for income-eligible households) and Riverview Terrace (assisted-living units for income-qualifying households). Staff works closely together for the housing needs of the community and the lack of decent, affordable housing.
12	**Agency/Group/Organization**	Childrens Hosptial of Wisconsin Community Services
	Agency/Group/Organization Type	Services-Children Services-Health Services-Education Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Needs of our Youth

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Children's Hospital of Wisconsin operates the Head-Start program throughout Marathon County. Their programs consist of in-house parenting and children's education from birth to age 4 - to make sure the children are school ready once they enter pre-kindergarten or kindergarten. Community Development assist with funding for this program for our Wausau clients.
13	**Agency/Group/Organization**	B.A.. Esther Greenheck Foundation
	Agency/Group/Organization Type	Housing Services - Housing Business and Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The B.A. Ester Greenheck Foundation assists with funding for the Transitional Housing Pilot Program. The foundation pays the rent on behalf of the client so the client can concentrate on betting their situation so they can find and maintain long-term housing. The foundation agrees that strong case management is needed to assist the client in making right choices and to make them accountable for their actions.

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14	**Agency/Group/Organization**	Judd S. Alexander Foundation
	Agency/Group/Organization Type	Housing Business and Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Blight Reduction
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Judd S. Alexander Foundation has offered funding for several City programs including Downpayment Assistance for police officers purchasing homes within the City of Wausau's corporate limits. They also assist with the first funding for purchase of blighted properties along the 2nd, 3rd, 1st and Short Street corridors. This area is in the process of being redeveloped and bringing vitality back to the neighborhood.
15	**Agency/Group/Organization**	WAUSAU AREA HMONG MUTUAL ASSOCIATION
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Anti-poverty Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Wausau Hmong American Center (FKA Wausau Area Hmong Mutual Association) works with the Hmong/Laotian citizens in Marathon County. They focus on the needs of their clients - from education, English-as-a-second-language classes, workforce development, and housing. Community Development worked with them with the translation of Fair Housing pamphlets into Hmong. We also work with them in collaboration with housing - rehabilitation projects, code enforcement and fair housing issues.

Identify any Agency Types not consulted and provide rationale for not consulting

None that we are aware of.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		
United Way's Life Report	United Way	The need for affordable housing, to combat homelessness, adolescence needs, social and health needs of the community. The Citizens' Advisory Committee uses this report when evaluating the request we receive for block grant funding.
Marathon County Homeless Study	United Way's Housing and Homeless Coalition	The need for additional choices for homeless clients and ways to combat chronic homelessness.
Public Housing's 5-year Plan	Wausau Community Development Authority	The need for safe, affordable housing.
5-Year Consolidated Plan	State of Wisconsin, Department of Administration	The need for affordable housing.

Table 3 – Other local / regional / federal planning efforts

OMB Control No: 2506-0117 (exp. 07/31/2015)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

This year two Informational Sessions were held on October 5th and October 12th. In addition, mailings were sent to all non-profits who received funding in the past and those that had mentioned they were interested throughout the year providing them with dates and deadlines for applying for funding. There was one organization that attended to discuss the possibility of applying for funding and the steps involved. Staff worked closing with this organization to get them ready for the application processes.

Two public hearings were held to accept public comments on the proposed plan, public housing and the needs of the community. Those public hearings were held on November 5th and November 11th. Ten organizations attended requesting for funding. We were excited to hear from two new organizations this year. As usual, the public service activities received more requests than we are able to serve due to the 15% cap.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish/ Hmong Persons with disabilities Non-targeted/broad community	Two Informational Sessions were held to answer any questions regarding Community and Public Housing Needs as well as the Community Development Block Grant process. One person attended from the Hispanic Chamber of Commerce.	Requesting information as to best apply for Community Development Block Grant funds for the Hispanic Chamber of Commerce to utilize for their Economic Development-type programs for their Hispanic clients	NONE	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish/ Hmong Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	A total of ten organizations attended one or both Public Hearings. All were requesting funds from the Community Development Block Grant Funds.	The need for additional resources for public service activities. There are always more dollars requested in this category than the 15% maximum can fund.	NONE	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Non-targeted/ broad community	Not sure how many organizations attended the Informational Sessions or Public Hearings due to the Paper advertisement. Most came because of the direct invite by staff.	The need for additional resources for public service activities. There are always more dollars requested in this category than the 15% maximum can fund.	NONE	
4	Internet Outreach	Non-targeted/broad community	Not sure how many organizations attended the Informational Sessions or Public Hearings due to the post on the City's website. Most came because of the direct invite by staff.	The need for additional resources for public service activities. There are always more dollars requested in this category than the 15% maximum can fund.	NONE	http://www.ci.wausau.wi.us/Departments/CommunityDevelopment/CommunityDevelopment/CommunityDevelopmentBlockGrantOverview.aspx

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The City of Wausau has received HOME funds for many years from the State of Wisconsin through their competitive grant cycles. The HOME funds are used for Downpayment Assistance Loans, New construction of single family homes and rehabilitation of rental properties. These funds have been utilized and recycled over and over. Currently we have no new funds – just program income funds that will continue to fund these programs.

The City of Wausau had received Neighborhood Revitalization Funds (NSP) and continues to recycle those funds. We utilize these funds to purchase foreclosed, vacant properties of which we rehabilitate and sell or demolish, rebuild and sell. We will continue to use these program income funds until there are no more funds are exhausted.

The City of Wausau was the beneficiary of a $30,000 grant from a local foundation to assist police officers to purchase homes within a targeted area. $10,000 can be utilized by three officers to purchase homes. The loan is forgiven if the officer lives in the home for ten years.

The City of Wausau has been successful in obtaining Brownfield Remediation Grants through the DNR, EPA and Marathon County to assist with the clean-up of the Riverfront. We hope these funds can assist in other brownfield areas as they are identified.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	557,487	85,000	578,155	1,220,642	855,000	Annual allocation of Community Development Block Grant Funding
Tax Increment Financing	public - local	Admin and Planning Economic Development Housing Public Improvements Other	0	0	0	0	0	
Other	private	Other	0	0	0	0	0	

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other - NSP	public - federal	Acquisition Admin and Planning Housing	0	30,000	65,0000	90,000	0	Recycling program income into eligible projects as the program income is received.
Other - HOME	public - state	Other	0	25,000	250,000	275,000	0	Recycling program income into eligible projects as the program income is received.
Other	public - local	Other	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds are leveraged through all the non-profits that are successful in receiving Community Development Block Grant funding to assist with their programs. Every dollar of CDBG funding is matched ten times through the non-profits local funding and fund raising.

The City of Wausau must match 25% of the HOME funding we receive. This is easily achieved through the Downpayment Program with the Federal Home Loan Bank's Downpayment Plus program and local lenders individual downpayment assistance programs for income qualifying new homebuyers. The funding is also leveraged through the first mortgage and the homebuyer's contribution into purchasing the home.

CDBG does not require matching funds, but through the fund raising and local contributions CDBG tends to be easily matched ten times over the amount given towards projects.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs

identified in the plan

The City of Wausau has purchased several properties for different reasons – blight elimination, redevelopment or economic development opportunities. Community Development utilizes Neighborhood Stabilization Program (NSP) program income to purchase foreclosed, vacant properties with the goal of rehabilitation/demolition, rehabilitating/rebuilding, and selling to an income qualified household. TIF funds can be utilized to purchase blighted properties in approved TIF Plans for demolition and redevelopment. Currently the following properties are city owned:

2408 Gowen Street – blighted property that was razed and lot is for sale for a new single family home to be built.

906 S. 7th Avenue – vacant lot from where a house burned down. Lot is for sale for a single family home to be built.

901 Stark Street –blighted, foreclosed property, donated to City by Wells Fargo. Single family home to be built with hopes to continue a partnership with Northcentral Technical College's Residential Building Trades program.

1019 W. Bridge Street – vacant lot from where a house burned down. Lot is for sale for a single family home to be built

101-103 Short Street – City foreclosed four-unit rental property. Community Development working with non-profit agencies to use for additional transitional housing/rapid re-housing type of programs to assist the homeless

1418 N. 1st Street – blighted warehouse facility. Request for Proposals were submitted with the project being awarded to a developer for a WHEDA low-income tax credit project to create new affordable rental housing. Developer is in the process of putting his paperwork together for the WHEDA application.

The City has purchase several properties using local foundation funds and TIF funds along the Bridge Street, Short Street, 3rd Street – 1st Street corridor. The properties that were purchased were primarily rental properties that the landlords no longer wished to maintain. This area is part of a redevelopment plan in which the City has a Request for Proposal out requesting the development of a Brownstone-type units for either owner-occupied or rental. Proposals are due on March 14, 2016.

Riverfront properties – City purchased in order to clean up the contaminated soils and redevelop into mixed use properties and economic development opportunities. Request for Proposals was released. A developer was chosen to build mix-use buildings. Staff is working with the approved developer with hopes that construction will start in 2016.

309 McClellan Street – donated historic building. RFPs were submitted to return this property to its historic value and promote economic development opportunities. A developer was chosen and is in the process of submitting grant requests from National Historic Preservation Fund, Wisconsin Economic Development Corporation with hopes to start redevelopment in 2016.

401 S.1st Avenue – vacant commercial building on gateway into Wausau's downtown. Revitalization of this property is for economic development opportunities

Discussion

The City of Wausau recently approved a Property Disposition Program in which vacant properties are now for sale. Council will evaluate each proposal as they come in to determine if the proposed buyer's plans for the property meet the goals of the City. We are hoping that many of these vacant lots will have single-family homes built on it. The City is willing to "donate" the value of the lot if the buyers follow through with these plans. We are excited to see how successful this program is.

The City of Wausau, as much as possible, lends out funding to sub-grantees so the money will be repaid and recycled. This allows programs to assist additional clientele throughout the years versus once the funding is disbursed, it is gone. Staff is constantly looking for additional funding sources to make projects successful. Matching federal funds with state and local funds assist projects to go farther and to be completed faster.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

No Goals Found

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Brownfield Remediation	2015	2019	Economic Development		Economic Development Concerns Neighborhood Concerns	CDBG: $27,990	Brownfield acres remediated: 15 Acre
2	Job Creation	2015	2019	Economic Development		Economic Development Concerns	CDBG: $35,000	Jobs created/retained: 5 Jobs
3	HOMEOWNER REHABILITATION	2015	2019	Affordable Housing	City-wide	Housing Concerns	CDBG: $150,000	Homeowner Housing Rehabilitated: 8 Household Housing Unit
4	Neighborhood Revitalization	2015	2019	Public Facilities	Longfellow Neighborhood Association, Werle Park, Westies Neighborhood Association	Housing Concerns Neighborhood Concerns	CDBG: $30,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2 Households Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Street Reconstruction	2015	2019	Affordable Housing Public Facility		Housing Concerns	CDBG: $125,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 68 Households Assisted
6	Public Service Activities	2015	2019	Public Service		Diversity Concerns Health Care Concerns Homeless Concerns Neighborhood Concerns Youth/Education Concerns	CDBG: $78,000	Public service activities for Low/Moderate Income Housing Benefit: 179 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Brownfield Remediation
	Goal Description	Brownfield Remediation assists in the clean up of both public and/or private contaminated properties. The past few years have concentrated on the clean up of the City's Riverfront located in downtown Wausau. This clean up is almost complete and the 2016 funds could be utilized to finalize the clean up of this site or assist in other brownfield sites that will be identified.

2	**Goal Name**	Job Creation
	Goal Description	Economic Development continues to be a high priority for Wausau. This fund can assist our Economic Development Manager to assist low-income start-up businesses, small business expansion or other economic development activities. This year we have started working with the Hispanic Chamber of Commerce and hope to be able to partner with them with some funding for their clients looking to start-up businesses in Wausau.
3	**Goal Name**	HOMEOWNER REHABILITATION
	Goal Description	The City's Homeowner Rehabilitation Program is the cornerstone of the Block Grant funding. This program assists income-qualifying homeowners make the necessary repairs to keep their properties code-compliant, safe and energy efficient.
4	**Goal Name**	Neighborhood Revitalization
	Goal Description	Neighborhood Revitalization assists income-qualifying neighborhood associations with funding to assist with identified projects the neighborhood deems important to them. Such projects have consists of low-level street lighting, homeowner rehabilitation, neighborhood tot lots, and community gardens. These funds will continue those efforts.
5	**Goal Name**	Street Reconstruction
	Goal Description	2016 Funding will assist with the Street Reconstruction along Chicago Avenue - which is located in a low-income census tract/block group. The street will be reconstructed along with removal and replacement of the lead water lines and old sewer lines for each property owner. Community Development Block Grant funds will only assist the residential properties along this street - no commercial buildings will receive funding. The Block Grant funding will decrease the special assessment amount each property owners needs to pay towards this project.
6	**Goal Name**	Public Service Activities
	Goal Description	The 2016 Block Grant program year allocated $78,000 towards Public Service Activies. These activites include funding for Big Brothers Big Sisters, Children's Hospital of Wisconsin (Start Right program), Catholic Charities programs (the Warming Center, Project Step Up), The Salvation Army's Homeless Shelter, and Short Street Transitional Housing Services.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

Through the allocated programs as described above, we estimate to be able to assist at least 307 households with the assistance of Community Development Block Grant funding. This number was derived by the number of households that will be assisted with the Street Reconstruction project (68), Economic Development activities (2), Homeowner Rehabilitation program (8) and a total of all the public service activities (179). The number associated with the public service act ivies will probably be higher than that, and will be reported as the quarterly reports are received.

AP-35 Projects – 91.220(d)

Introduction

The City of Wausau will utilize Block Grant allocations for the following projects for the 2016 year. All projects fall under the goals and objectives set forth in its 5-Year Consolidated Plan and have been approved through the City of Wausau's Common Council prior to the Plan being submitted to our local HUD field office.

#	Project Name
1	CD ADMINISTRATION
2	HOMEOWNER REHABILITATION
3	BROWNFIELD REVOLVING LOAN
4	ECONOMIC DEVELOPMENT
6	STREET RECONSTRUCTION
7	NEIGHBORHOOD REVITALIZATION
8	Big Brothers Big Sisters
9	Children's Service Society
10	Project Step Up
11	Salvation Army
12	Warming Shelter
13	Short Street Transitional Housing

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Homeowner Rehabilitation Loan Program – Allocating priority for this program is high due to the cost of rehabilitating a home. With the City of Wausau's housing stock being older, homes typically need more than one item repaired/replaced at a time. The homeowner may only wish to have their roof replaced, but through the inspection we find there are other safety items that need to be addressed. Often this is discouraging to the homeowner because they do not want to have to take out a larger loan to do the repairs they may not have originally wanted to have done. But, with the federal funds, all repairs must be completed. This takes additional equity out of the home which may place the homeowner in a bad situation if they decide to sell within the next couple of years. Staff discusses this with the homeowner in great length so they understand all the loan guidelines and possible ramifications of following through with the program.

Brownfield Revolving Loan Fund - The Brownfield Revolving Loan Fund is vital in the ability to clean up contaminated sites so they can be redeveloped into vibrate properties again. The cost to clean up these types of sites is very high and finding the funding is not very easy. The high cost of clean-up can deter the private sector in redeveloping these sites that can turn into an economic development project and create jobs.

Economic Development – The Economic Development funds assist new and existing businesses develop and/or grow. The emphasis is job creation which assists low and moderate income persons find employment. The Block Grant regulations and reporting are obstacles for both businesses and the City. The regulations make it very difficult for a small business to do what is expected for the little amount of funding that they might qualify for.

Blight Elimination – This project assists in funding the purchase and demolition of blighted properties. Again, the regulations and need to redevelop a property quickly can be an obstacle if it will take time to find the right type of development to take the place of the blighted property.

Street Reconstruction – This project assists with the costs of street reconstruction, replacement of water/sewerage/storm sewage pipes, curb and gutter installation, sidewalk installation in an income qualifying neighborhood. The obstacle for this project is following the Davis Bacon wage rates and Section 3 guidelines. The reporting for both of these programs is burdensome on both the business and the City.

Neighborhood Revitalization – These funds assist an income qualifying neighborhood in projects that will enhance the well-being and safety of a neighborhood. Obstacles are working with neighborhood associations that disagree with what their needs are. Working through the regulations can be frustrating which may result in a Neighborhood Association not willing to follow through with a project.

Big Brothers Big Sisters – This site-based mentoring programs matches "little" with "big brothers or sisters". The Wausau School District and Boys & Girls Club offers space for the matches to meet. This mentoring program provides academic and social educational skills and gives a child someone they can connect with and trust through their school year ages.

Children's Service Society – This program consists of in-home parenting education/stepping stones for families of new-born children. These families are at-risk families that need additional support and parenting education. The family can stay in the program as long as they wish, but it is targeted for 0 – 4 years old to assist in helping the child become school ready.

Project Step Up – This program is operated through Catholic Charities of La Crosse. This mentoring program assists eligible families with budgeting and financial education. The mentor works with the families to identify short and long term financial goals. The mentoring program can last for one to one and a half years long – depending on the client's needs.

Salvation Army – Funding will assist the operation of their Homeless Shelter. The shelter provides warm shelter for individual men, women and families. They work with each client to discover why they became homeless in the first place, develop goals so they can find permanent housing, and to budget wisely so they will continue to stay in their housing.

Warming Shelter – This shelter is operated by Catholic Charities of La Crosse and is located on S. 3rd Avenue in Wausau. The shelter is open from November 1st through April 30 (or as long as the cold weather lasts). Clients are able to find a warm place to stay overnight, have two meals, shower and

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wash their clothes. Staff also works with willing clients to develop goals and work with them until they can find permanent housing.

Short Street Transitional Housing – This program funds a mentoring program for the pilot transitional housing program. The city provides the building for families transitioning out of homelessness and works with a mentor to develop goals so they can build themselves back up and to be able to find and afford permanent housing. Clients typically stay approximately 6 months at this facility; however, the mentoring program continues after they find housing to ensure they don't fall back into bad habits that may result in becoming homeless again.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

(This program chart will be completed once the plan is approved and projects are able to be entered into IDIS.)

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic area for the entitlement is the City of Wausau's corporate limit. There are no "targeted areas associated with any of the programs that have been set up.

Geographic Distribution

Target Area	Percentage of Funds
Homeowner Rehabilitation	27
Neighborhood Revitalization	5
Longfellow Neighborhood Association	
Werle Park	
Westies Neighborhood Association	

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Community Development does not "target" areas for funding. Community Development Block Grant funds assists all residents citywide. There are no priorities that we use to judge projects – as long as they meet the income and all other requirements set for by HUD, projects are evaluated based on availability of funding and the needs of the community.

Discussion

As indicated above, there are no targeted areas for Community Development Block Grant Funds to be allocated to.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Wausau offers many programs that assist with affordable housing. Those programs are the Housing Counseling Program, Downpayment Assistance Program, the Homeowner Rehabilitation Loan Program, the Rental Rehabilitation Loan Program, and Lead Based Paint Reduction Program. Staff is able to continue purchasing foreclosed, vacant properties for demolition and new construction or rehabilitation. Once the home is completed, it is then sold to an income qualifying household. These programs are not just funded with Community Development Block Grant Funds - HOME, HCRI, NSP and other funding sources are used to keep these program up and running.

The Wausau Community Development Authority owns and operates 149-units for elderly and/or disabled persons, 35 assisted living units, and 46 public housing units. They also operate the Housing Choice Voucher program. All of these program assist with make housing affordable to moderate – to extremely-low income households.

One Year Goals for the Number of Households to be Supported	
Homeless	150
Non-Homeless	53
Special-Needs	15
Total	218

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	380
The Production of New Units	0
Rehab of Existing Units	18
Acquisition of Existing Units	1
Total	399

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

As mentioned above, the Community Development Department offers many programs to assist with Affordable Housing. These programs are as follows:

Housing Counseling – Choices are discussed as to whether a client is ready to purchase a home or needs some time as a tenant until they are ready for homeownership. All the aspects of homeownership are discussed through this one-on-one counseling. This program is funded through HOME, Downpayment Plus, WHEDA and clients fees.

Downpayment Assistance – Low interest loan to assist income qualified homebuyers with the downpayment and/or closing costs of purchasing a home. Loan amount is between $2,000 - $6,000. Loan amount is determined by the lender as to how much gap financing is needed to make the home purchase come together. Clients must purchase the home within the City of Wausau's limits. This program is funded through HOME and HCRI (Housing Cost Reduction Initiative).

Homeowner Rehabilitation Program – Assistance in the form of a low interest loan to assist with deferred maintenance items. Client must fall under HUD's income guidelines and the home must be located within the City of Wausau's corporate limits. This program is funded through Community Development Block Grant and HOME funds.

Rental Rehabilitation Loan Program – Low interest loan to assist landlords make necessary repairs to rental properties located within the City of Wausau. The landlord guarantees they will make the rental units available to income qualifying households and charge no more than HUD's determined "fair market rents". This program is funded through recycled HOME funds.

Lead Based Paint Reduction Program – Works in conjunction with all rehabilitation loan programs. Lead based paint hazards are identified and repaired so the property is lead safe for its occupants. Lead based paint education is provided to the occupants to ensure the safety of all possible children coming to the home. This program is funded through all our rehabilitation programs - CDBG, HOME, and NSP.

Neighborhood Revitalization Program – Federal funds are used towards the purchase of vacant, foreclosed properties in approved census tracts throughout the city. The property is then either demolished and rebuilt or rehabilitated. After the home is complete, it is placed for sale to an income qualifying household. This program is funded through CDBG.

Rental Assistance is provided through the Wausau Community Development Authority. All public housing unit rents are calculated so approved tenants only pay 30% of their adjusted gross income towards rent. The Housing Choice Voucher program assists approved tenants with rent for a privately-owned unit they find. The rental unit must pass inspection in order to receive assistance.

AP-60 Public Housing – 91.220(h)

Introduction

The Wausau Community Development Authority owns and operates Riverview Towers which is a 149-unit apartment complex that is available to income qualifying near-elderly, elderly and handicapped persons. They also own and operate Riverview Terrace which is 35 units of supportive housing for income qualifying frail elderly. The CDA owns and operates 46 units of public housing in addition to operating the Housing Choice Voucher program.

Actions planned during the next year to address the needs to public housing

The Wausau Community Development Authority completed their 5-Year Capital Improvement Plan last year. This plan outlines the funding that is needed to upgrade their 46 units of public housing. Those improvements include renovations of the bathrooms and kitchens, upgrades in the boiler systems, landscaping, concrete and driveway repairs, as well as brick and siding repairs.

The CDA will continue to reach out to new landlords to educate how their units may be eligible for Housing Choice Voucher tenants. This will provide additional affordable housing units within the City of Wausau.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The CDA educates their public housing residents on the Downpayment Assistance Program the Community Development Department (CDD) offers. The residents are encouraged to speak with CDD staff to discuss homeownership and homebuyer education. The CDA also offers budgeting classes for their tenants during which they are encouraged to develop financial goals. With the assistance of a budget, we hope there will be more successful tenants becoming homeowners in the future.

The CDA encourages tenants to become more involved and are encouraged to attend regular resident meetings as well as ask to participate through the Resident Advisory Board. A resident of Riverview Terrace currently sits on the Community Development Authority's Board.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A - the Wausau Community Development Authority is not designated as a troubled PHA.

Discussion

The access to affordable, safe housing is a high priority for the City of Wausau. Riverview Towers, Riverview Terrace, the Scattered Sites and Housing Choice Voucher programs are essential for Wausau's citizens who cannot afford market rents. If these programs are eliminated, these families will not be able to afford safe housing and may end up homeless - which creates another problem.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As mentioned previously, staff from Community Development is a part of the United Way of Marathon County's Homeless Coalition. This coalition consists of all local housing agencies that work with homeless and housing issues in general. In working together, agencies better understand what each other does and how their clients can be better assisted. Staff will continue to work with this coalition to help develop a plan to end homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Salvation Army's homeless shelter is constantly full. Their current facility has two dorm-like rooms – one for males and one for females. They have one room to house families. These past few years, the need for additional family rooms has increased. Clients are being housed at local motels due to not having room at the shelter. The support services they offer are held at another building down the block. Community Development will continue to work with the Salvation Army to find a new location and build a better shelter with all their needs under one roof. Unfortunately, this has taken time and will continue to take time.

The Women's Community, a prior sub-recipient of Block Grant funding, opened their new "home" which provides a more safe and friendly environment for victims of domestic violence. Each room has their own bathroom and provides more privacy for the individuals/families. Even though this new facility can house many more clients than their previous location, it is also filled to capacity.

With all of these programs that assist the homeless population, it is in-depth case management that makes a client succeed. The need for additional transitional housing is great for those that need extra time to develop and meet their goals. Community Development is working with these agencies with our Transitional Housing pilot program which provides four units that will be available to clients with families to live for six-months. This program will consist of case management that will help each client succeed in finding long-term housing after they graduate from this program.

Community Development works with Catholic Charities to secure funding to assist with foreclosure prevention counseling and assistance. In order to succeed, a client needs to start working out a plan with a lender early on – not waiting until they are so far behind they will never get caught up. Staff will continue to work with Catholic Charities to continue this service so clients will not lose their homes and face homelessness.

The Warming Shelter, a sub-recipient of Block Grant funding, will be open for the second year at their new facility. This new facility not only provides a warm place to stay overnight, it provides two hot meals, the ability to take a shower and to do one's laundry. Staff works on gaining the client's trust so they will be more open to case management. As discussed above, the ability to provide case management is huge so the client can understand the obstacles they face, to develop a plan, and work towards that plan so they can find and afford suitable, long-term housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

All the local shelters provide in-depth case management with each of their clients. They are able to connect their clients with other programs that can assist them to meet their goals – whether it is applying for social security disability income, gaining additional education to learn a trade, addressing alcohol and/or drug abusive behaviors, etc. All of these obstacles take time to overcome. It is imperative that the shelters work with the transitional housing organizations so clients coming out of the shelters have other housing options if their goals are going to take longer than 90 days to accomplish.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Working with clients with in-depth case management is key to a client's success. The sooner goals are developed and worked on together, the sooner the client can be successful. However, they have to buy into the program 100% in order to stay successful. All facilities that work with the homeless and provide in-depth case management have seen an increase in success stories and a decrease in the number of clients that come back a second or third time.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Public Housing units and Housing Choice Voucher programs must continue to receive federal funding to assist these very-low and extremely-low income households. Affordable housing units are in great demand and connecting these clients to them can be very difficult.

Foreclosure prevention is another program where additional funds are needed to assist those households who face losing their home due to loss of income, divorce, death in the family, medical reasons, etc. that have caused them to fall behind on their mortgage. The sooner these clients are able to be reached and assisted, the better chance they have to succeed. Unfortunately many individuals that are facing foreclosure wait until the Sheriff Sale is close before they reach out for help. By then, it is too late to assist.

Wheels to Work and Project Step Up are two agencies that assist low income clients. Both programs require budget and financial counseling. Wheels to Work assists clients with the ability (after successfully completing the financial counseling portion) to receive an automobile with a zero percent loan. This will allow the client to obtain or keep a job which will keep them employed and able to afford housing. Project Step Up is a mentoring program that works with a family to better their financial stability.

Discussion

Marathon County's Homeless Coalition is a strong coalition that is working together to fight homelessness. This initiative involves all the housing providers working together instead of against one another. Marathon County has dedicated non-profit agencies that continue to work together to better their community rather than having to worry about "stepping on each other toes". All of the homeless providers have been changing their programs to require their clients go through in-depth counseling and develop plans that will enhance their ability to find and maintain permanent housing. Each agency has had several success stories and hope to continue to be successful with this change in programing. Of course, the additional counseling costs money for each of the agencies and funding is always an issue.

One year goals for the number of households to be provided housing through the use of HOPWA for:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	N/A
Tenant-based rental assistance	N/A
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated	N/A
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	N/A
Total	N/A

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Barriers to affordable housing still continue. New and more stringent code changes have been added and continue to drive up the cost of rehabilitation and new construction. The regulation on the lead based paint law for renovations significantly add to the cost of rehabilitation work.

All contractors who work in renovations are required to have at least their Lead Safe Renovator's License in addition to their Contractor's Licenses. Since continuing education is required for all contractors to maintain their Contractor's licenses, lead based paint education should be part of the required classes – not a separate license a contractor must pay separately to maintain. We have found several contractors are letting their certification expire because there is no policing of this requirement. Only agencies working with federal funds are requiring the certification - making it more difficult for our agency to maintain a contractor list who have the necessary certifications.

Zoning and tax credits are a key factor in redevelopment projects and the reuse of properties for affordable housing. Many times the zoning request for a new construction, multi-family rental units that are deemed "affordable" are turned down by the neighbors complaining "Not in my backyard!" Tax credit projects also receive extra points if the proposed development is located in a qualified census tract. This increases the density of low and moderate-income instead of locating in other areas of the city.

The banking crisis has created a new barrier to affordable housing. With the additional banking laws, it is more and more difficult for very-low and extremely-low income home buyers to obtain a mortgage to purchase a home.

The new Rental Licensing Ordinance will impact the number of affordable rental units. Landlords have already stated that they will pass all fees associated to this ordinance on to the tenants. Even though the annual fee per unit is nominal, landlords state that they will be required to make repairs to their properties which will then negatively impact their net proceeds. We are still hopeful that once the first waive of inspections/liscensing is complete, the landlords will realize it wasn't too difficult and the hype will die down.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

With the Rental Licensing Ordinance starting its second year in existance, we will continue to see if it has an adverse affect on low-income persons as the Landlord Association has claimed. If we find that it does negatively affect that clientele, we will relook at the Ordinance to see what can be done.

We will continue to be proponents of Tax Credit projects and try to educate not only "Joe Public" but our alderpersons who fall into the "not in my backyard" mentality.

Discussion

The City of Wausau prides itself on promoting affordable housing throughout the City. We will continue to listen to our constituents to see where we might be falling short and to educate those that feel that low-income housing is not a priority in Wausau.

AP-85 Other Actions – 91.220(k)

Introduction

Community Development Block Grant funds continue to see decreases every year. Even though they may be small cuts from year to year, the overall impact is great. In the past five years, the City of Wausau has lost over $200,000 in Block Grant Funding. Five years ago, our funding was well over $700,000 – now it is hovering around the $550,000 mark. This decrease impacts the amount of funding non-profits are able to utilize to assist the very-low income population. It forces a municipality to make tough decisions as to which programs can no longer be funded. With the increase of federal regulations and decrease of funding, it is difficult to operate important programs that assist low to moderate income households.

Actions planned to address obstacles to meeting underserved needs

The Community Development Department will continue to work with local non-profit agencies to identify the needs of the community. See below for a list of the programs that are currently offered to maintain affordable, safe housing and work with low-income families. Community Development will evaluate each program as they come to the forefront and assist as regulations allow.

Actions planned to foster and maintain affordable housing

*Continue to offer the Downpayment Assistance Program for income qualifying households which will reduce their first mortgage, lower their monthly mortgage payments, and will make the home affordable.

* Continue the Homeowner Rehabilitation Loan program which offers a low interest loan to income qualifying households for necessary repairs. This allows the homeowner to keep their home affordable and safe for them to live in.

* Continue to purchase vacant, foreclosed properties with recycled Neighborhood Revitalization Program funds. These properties will be revitalized using energy efficient standards which will make the property more affordable to live in once a new homeowner takes over.

* Continue to offer the Rental Rehabilitation Loan Program for landlords so they can make the necessary improvements that will allow them keep their units rentable. With the low interest loan, the monthly payments should not create a burden on the landlord that they would need to increase the rents to a level that would make them unaffordable.

Actions planned to reduce lead-based paint hazards

*Continue to perform lead risk assessments on properties built prior to 1978 to identify and correct lead based paint hazards as a part of the necessary renovations during both the Homeowner Rehabilitation Loan Program and the Rental Rehabilitation Loan Program.

*Continue to hire lead safe renovators, as a minimum, to complete all renovation projects on residential properties built prior to 1978.

* Continue to work with the Marathon County Health Department and address Lead Hazard Reduction needs in the community.

Actions planned to reduce the number of poverty-level families

* Continue to collaborate with Get Smart Wausau Coalition to provide financial education.

*Continue homebuyer education classes to educate clients in making wise choices on when it is the right time to purchase a home.

* Continue to work with agencies who assist very-low income households with case management, financial education, budgeting classes, etc., that assist with goal setting so they can become self-sustaining.

Actions planned to develop institutional structure

Community Development staff will work together to make sure the plan is carried out according to the needs of the community. Staff will continue to work with community agencies and leaders to identify the ever changing needs and to adapt accordingly.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Wausau (and Marathon County as a whole) has great organizations. They all work together to address the needs of their clients. There are no agencies that “step on others toes” or try to “outdo” other agencies. We have been told that our community agencies are like no other within the state.

Discussion

As mentioned above, as all funding goes down, the ability to assist income-qualifying families also goes down. Many more families are "falling through the cracks" or have to wait a long time before they can receive assistance. Long waiting lists or no ability to apply for funding due to shortages only adds to the stress level of families in poverty.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

The City of Wausau allocates funding amounts each year according to federal regulations. Revolving loan funds are committed to additional projects as soon as the funds come in - there are no accounts with unprogrammed balances. The City of Wausau does not have a Section 108 loan nor does it participate in float-funded activities.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%

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Discussion

By the start of this coming program year, the City of Wausau does will not have any program income that has not been reprogrammed and expended. The City does have a revolving loan fund for its Homeowner Rehabilitation Loan Program in which these funds continue to be recycled for additional rehabilitation projects.

The City does not have a Section 108 loan guarantee, any urban renewal settlements, unused drawn funds or any float-funded activities. The City also did not have any funding allocated towards a specified "urgent need".

TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: MARCH 3, 2016

RE: AUTHORIZING 2016 DEBT ISSUANCE AND RELATED TIME SCHEDULE

BACK GROUND INFORMATION

The 2016 budget and the mall development loan approval anticipated financings through the issuance of debt. The projects proposed for the 2016 issue are provided on the attached project list.

The City works with Quarles and Brady as bond counselor and Elhers Associates, Inc. as financial advisors. These professionals assist us in managing the legal, marketing and financial processes of issuing our debt issues. Elhers will competitively bid these issues to obtain the lowest rates possible.

Steps in the debt issuance process include:

- Preliminary Resolution – Finance Consideration — March 8th
- Preliminary Resolution – Council Consideration — March 22nd
- Sale and Final Resolution –Finance Committee and Council — April 12th
- Settlement Date (tentative) — May 10th

The preliminary resolution authorizes city staff, financial advisors and bond counsel to proceed with the necessary work required to initiate the sale such as preparation and distribution of the official statement, notice of sale and bid form, publishing sale notices and obtaining a credit rating. The sale will then take place on the morning of April 12th and considered by the Finance Committee and Common Council on the same date.

Our financial advisors have examined two of the City's outstanding debt issues that are callable on May 18, 2016. The 2008 issue has a principal balance of $1,330,000 this issue will be refinanced to reduce interest costs. The 2009 issue that has a principal balance of $1,235,000 will be retired early with accumulated reserves of the Debt Service Fund. The early retirement will save $53,163 in interest. The interest savings from the refinancing will be determined on sale date.

Based on 2016 project needs the City's issue will not be bank qualified. This will increase interest rates slightly. Our financial advisors will provide an estimate of this cost.

The Water and Sewer Utility is in the process of finalizing their financial capital needs for 2016. We will evaluate current financial capacity of the utility and seek a State Trust Fund Loan to finance these purchases in future months.

Below is a complete listing of the proposed projects along with a budget reconciliation. The ultimate amount of the principal borrowed will increase to accommodate debt issuance costs and underwriter's discount. This is provided on the attached Pre-Sale Estimates provided by Elhers.

CITY OF WAUSAU 2016 FINANCE PLAN - PROJECTS

	2016 Adopted Budget	2016 Modified Budget	2016 Proposed Debt Deposit to Construction Account	Variance	
Capital Improvement Plan (detailed below)	$ 2,874,324	$ 2,874,324	$ 2,875,000	$ 676	rounding
TID #6 Thomas Street ROW Land Acquisition	$ 4,500,000	$ 4,500,000	$ 4,500,000	$ -	
2008 Promissory Note - Refinancing			$ 1,330,000	$ 1,330,000	
10 Year GO Promissory Note 2016A	$ 7,374,324	$ 7,374,324	$ 8,705,000	$ 1,330,676	
Swimming Pool	$ 3,200,000	$ 3,200,000	$ 3,200,000	$ -	
TID #3 - Riverfront	$ 3,300,000	$ 3,300,000	$ 3,300,000	$ -	
20 Year GO Bonds 2016B	$ 6,500,000	$ 6,500,000	$ 6,500,000	$ -	
Wausau Center Mall		$ 4,100,000	$ 4,100,000	$ -	
TID #8	$ 550,000	$ 550,000	$ 550,000	$ -	
Taxable Bonds 2016C	$ 550,000	$ 4,650,000	$ 4,650,000	$ -	
Capital Improvement Plan:					
Land Acquisition for Street Uses	$ 35,000	$ 35,000			
DOT Projects	151,000	151,000			
Street Improvements	1,235,923	1,235,923			
Sidewalks	60,000	60,000			
StormSewer	357,500	357,500			
Other Street Improvements	415,000	415,000			
East Hangar Development and Runway Project	77,188	77,188			
Law Enforcement Software	167,713	167,713			
Athletic Park Improvements	300,000	300,000			
Playground Equipment	75,000	75,000			
	$ 2,874,324	$ 2,874,324			

FISCAL IMPACT

The annual debt retirement of the capital improvement plan and pool borrowing will fit within our existing debt service levy of $4,123,000. The TID projects have been considered within the cash flow planning of the TID districts

Outstanding debt on December 31, 2016 is expected to increase $10,295,000 before the Water and Sewer utility issues.

CITY OF WAUSAU 2016 FINANCE PLAN - PROJECTS

	2016 Adopted Budget	2016 Modified Budget	2016 Proposed Debt Deposit to Construction Account	Variance	
Capital Improvement Plan (detailed below)	$ 2,874,324	$ 2,874,324	$ 2,875,000	$ 676	rounding
TID #6 Thomas Street ROW Land Acquisition	$ 4,500,000	$ 4,500,000	$ 4,500,000	$ -	
2008 Promissory Note - Refinancing			$ 1,330,000	$ 1,330,000	
10 Year GO Promissory Note 2016A	$ 7,374,324	$ 7,374,324	$ 8,705,000	# $ 1,330,676	
Swimming Pool	$ 3,200,000	$ 3,200,000	$ 3,200,000	$ -	
TID #3 - Riverfront	$ 3,300,000	$ 3,300,000	$ 3,300,000	$ -	
20 Year GO Bonds 2016B	$ 6,500,000	$ 6,500,000	$ 6,500,000	# $ -	
Wausau Center Mall		$ 4,100,000	$ 4,100,000	$ -	
TID #8	$ 550,000	$ 550,000	$ 550,000	$ -	
Taxable Bonds 2016C	$ 550,000	$ 4,650,000	$ 4,650,000	$ -	

Capital Improvement Plan:		
Land Acquisition for Street Uses	$ 35,000	$ 35,000
DOT Projects	151,000	151,000
Street Improvements	1,235,923	1,235,923
Sidewalks	60,000	60,000
StormSewer	357,500	357,500
Other Street Improvements	415,000	415,000
East Hangar Development and Runway Project	77,188	77,188
Law Enforcement Software	167,713	167,713
Athletic Park Improvements	300,000	300,000
Playground Equipment	75,000	75,000
	$ 2,874,324	$ 2,874,324

SUMMARY OF DEBT CHANGES

	General Obligation Bonds	General Obligation Notes	Wisconsin State Trust Fund Loans	Total General Obligation Debt	Utility Revenue Bonds	Total
BALANCE 1/1/2011	**$ 14,985,000**	**$ 33,450,000**	**$ 1,319,677**	**$ 49,754,677**	**$ -**	**$ 49,754,677**
2011 Additions:						
Capital Improvement Plan		3,427,510		3,427,510		3,427,510
TID #6		1,244,970		1,244,970		1,244,970
Sewer Utility Debt		3,012,520		3,012,520		3,012,520
2011 Retirements	(1,210,000)	(5,775,000)	(351,502)	(7,336,502)		(7,336,502)
BALANCE 1/1/2012	**$ 13,775,000**	**$ 35,360,000**	**$ 968,175**	**$ 50,103,175**	**$ -**	**$ 50,103,175**
2012 Additions:						
Capital Improvement Plan		3,023,369		3,023,369		3,023,369
TID #3		2,725,000		2,725,000		2,725,000
TID #6		700,000		700,000		700,000
Other Redevelopment		135,575		135,575		135,575
Refinancing		9,676,631		9,676,631		9,676,631
2012 Retirements	(9,260,000)	(7,790,000)	(968,175)	(18,018,175)		(18,018,175)
BALANCE 1/1/2013	**$ 4,515,000**	**$ 43,830,575**	**$ -**	**$ 48,345,575**	**$ -**	**$ 48,345,575**
2013 Additions:						
Capital Improvement Plan		2,855,000		2,855,000		2,855,000
Swimming Pool Debt	3,410,000			3,410,000		3,410,000
TID #3		1,108,000		1,108,000		1,108,000
TID #6		2,065,000		2,065,000		2,065,000
TID #7		445,000		445,000		445,000
TID #9		630,000		630,000		630,000
2013 Retirements	(1,300,000)	(7,085,000)		(8,385,000)		(8,385,000)
BALANCE 1/1/2014	**$ 6,625,000**	**$ 43,848,575**	**$ -**	**$ 50,473,575**	**$ -**	**$ 50,473,575**
2014 Additions:						
Capital Improvement Plan		3,955,000		3,955,000		3,955,000
TID #3	1,185,000			1,185,000		1,185,000
TID#8		190,000		190,000		190,000
TID #10	310,000			310,000		310,000
Refinancing		2,450,000		2,450,000		2,450,000
2014 Retirements	(2,485,000)	(8,140,000)		(10,625,000)		(10,625,000)
BALANCE 1/1/2015	**$ 5,635,000**	**$ 42,303,575**	**$ -**	**$ 47,938,575**	**$ -**	**$ 47,938,575**
2015 Projected Additions:						
Capital Improvement Plan		2,910,000		2,910,000		2,910,000
Swimming Pool Debt	3,060,000			3,060,000		3,060,000
TID #3	4,075,000			4,075,000		4,075,000
TID #8		1,020,000		1,020,000		1,020,000
TID #10	1,225,000			1,225,000		1,225,000
Water and Sewer Utility			4,000,000	4,000,000		4,000,000
2015 Retirements	(1,080,000)	(6,775,000)		(7,855,000)		(7,855,000)
PROJECTED BALANCE 12/31/2015	**$ 12,915,000**	**$ 39,458,575**	**$ 4,000,000**	**$ 56,373,575**	**$ -**	**$ 56,373,575**
2016 Projected Additions:						
Capital Improvement Plan		2,875,000		2,875,000		2,875,000
Swimming Pool Debt	3,200,000			3,200,000		3,200,000
TID #3 Riverfront	3,300,000			3,300,000		3,300,000
TID #3 Mall	4,100,000			4,100,000		4,100,000
TID #6 Thomas Street		4,500,000		4,500,000		4,500,000
TID #8 Streets and Developer Loan	550,000			550,000		550,000
Debt Issuance	235,000	120,000		355,000		355,000
2016 Retirements including early retirement	(325,000)	(8,260,000)		(8,585,000)		(8,585,000)
PROJECTED BALANCE 12/31/2016	**$ 23,975,000**	**$ 38,693,575**	**$ 4,000,000**	**$ 66,668,575**	**$ -**	**$ 66,668,575**

COMPUTATION OF DEBT LIMIT

	December 31, 2011	December 31, 2012	December 31, 2013	December 31, 2014	December 31, 2015	December 31, 2016
Equalized Valuation	$ 2,652,252,200	$ 2,554,319,700	$2,520,917,800	$ 2,655,928,800	$ 2,633,849,300	$2,633,849,300
	5%	5%	5%	5%	5%	5%
Total Allowable Debt	$132,612,610	$127,715,985	$126,045,890	$132,796,440	$131,692,465	$131,692,465
Outstanding Debt	$ 50,103,175	$ 48,345,575	$ 50,473,575	$ 47,938,575	$ 56,373,575	$ 66,668,575
Legal Debt Margin	$82,509,435	$79,370,410	$75,572,315	$84,857,865	$75,318,890	$65,023,890
Debt Utilized	37.78%	37.85%	40.04%	36.10%	42.81%	50.62%

2016 G.O. Finance Plan - Pre Sale Estimates

	GO Tax Exempt Notes, Series 2016A	GO Tax Exempt Bonds, Series 2016B	GO Taxable Bonds, Series 2016C	Total Projects
CAPITAL PLAN				
Capital Projects	2,875,000			2,875,000
Schulenburg Pool		3,200,000		3,200,000
TID #3				
Riverfront (Trail, Wharf, Bridge, Landscaping)		3,300,000		3,300,000
TID #6				
Thomas Street Right of Way Acquisition	4,500,000			4,500,000
TID #7				
Stormwater Detention Project	0			0
TID #8				
Schierl Project on 2nd Avenue - Taxable			550,000	550,000
Mall Project TID #3			4,100,000	4,100,000
REFUNDINGS				
Amount needed to refund $9,845,000 G.O. Notes dated 6/26/08				
Principal due on call date of 5/18/16	1,330,000			
Interest due on call date of 5/18/16	6,164			
Less: Available Levied funds (10/1/16 int pmt)	(23,608)			
Total Projects	8,687,557	6,500,000	4,650,000	18,525,000
Underwriter's Discount ($10/$1,000 (notes) $12.50/$1,000 (Bonds)	88,250	82,875	59,438	
Bond Counsel Fee	13,000	12,000	9,500	
Disclosure Counsel (If chosen)	7,800	7,200	5,700	
Ehlers	15,500	15,500	15,500	
Rating Agency Fee	13,500	13,500	11,000	
BTSC (paying if terms)	675	675	675	
Total Cap	8,826,282	6,631,750	4,751,813	
Interest Earnings	(2,305)	(2,031)	(1,453)	
Rounding	1,023	281	4,641	
Issue	**8,825,000**	**6,630,000**	**4,755,000**	20,210,000

Projected Impact of Proposed 2016 Issues

Pre Sale Estimates

Existing General Obligation Debt Only

YEAR	Equalized Value Projection	Total Payment (P&I)	Less Non Levy Revenues	Net Debt Service Levy	Debt Service Tax Rate
2016	2,418,210,900	8,576,666	(4,202,354)	**4,374,312**	**1.81**
2017	2,418,210,900	7,444,087	(4,790,446)	2,653,641	**1.10**
2018	2,424,256,427	7,612,210	(4,578,843)	3,033,368	**1.25**
2019	2,430,317,068	6,923,745	(4,147,716)	2,776,029	**1.14**
2020	2,436,392,861	6,416,668	(3,796,214)	2,620,454	**1.08**
2021	2,442,483,843	5,555,106	(3,255,080)	2,300,025	**0.94**
2022	2,448,590,053	3,896,868	(1,962,295)	1,934,573	**0.79**
2023	2,454,711,528	3,048,254	(1,574,726)	1,473,528	**0.60**
2024	2,466,985,086	2,465,375	(1,274,563)	1,190,813	**0.48**
2025	2,479,320,011	2,017,920	(1,267,608)	750,313	**0.30**
2026	2,491,716,611	1,049,700	(627,975)	421,725	**0.17**
2027	2,504,175,194	1,041,565	(625,365)	416,200	**0.17**
2028	2,516,696,070	1,041,880	(631,780)	410,100	**0.16**
2029	2,529,279,550	1,030,605	(627,180)	403,425	**0.16**
2030	2,541,925,948	890,095	(493,580)	396,515	**0.16**
2031	2,554,635,578	384,445	0	384,445	**0.15**
2032	2,567,408,756	382,220	0	382,220	**0.15**
2033	2,580,245,800	369,840	0	369,840	**0.14**
2034	2,593,147,029	200,325	0	200,325	**0.08**
2035	2,606,112,764	203,500	0	203,500	**0.08**
2036	2,619,143,327				
TOTALS		60,347,573	(33,855,723)	26,491,850	

Projected Debt Service for 2016 Issues

YEAR	General Obligation Promissory Notes, Series 2016A $8,825,000 Dated 5-10-16				Tax Exempt General Obligation Corporate Purpose Bonds, Series 2016B $6,630,000 Dated 5-10-16				Taxable General Obligation Corporate Purpose Bonds, Series 2016C $4,755,000 Dated 5-10-16				2016 Issue Offseting Revenues				2016 Total Non Levy Revenues	Net Debt Service Levy	Debt Service Tax Rate	YEAR
	Prin (4/1)	Est. Rate[1]	Interest	Total	Prin (4/1)	Est. Rate[1]	Interest	Total	Prin (4/1)	Est. Rate[1]	Interest	Total	TID 3 2016	TID 6 2016	TID 7 2016	TID 8 2016				
2016																	0	4,374,312	1.81	2016
2017	1,375,000	1.050%	189,323	1,564,323	150,000	1.050%	221,493	371,493	315,000	1.380%	154,131	469,131	(536,378)	(556,948)	0	(38,853)	(1,132,179)	3,926,408	1.62	2017
2018	1,250,000	1.200%	119,290	1,369,290	50,000	1.200%	157,848	207,848	325,000	1.590%	105,384	430,384	(464,815)	(552,285)	0	(41,809)	(1,058,909)	3,981,980	1.64	2018
2019	795,000	1.400%	106,225	901,225	370,000	1.400%	154,958	524,958	515,000	1.850%	98,036	613,036	(876,288)	(555,910)	0	(41,379)	(1,473,576)	3,341,672	1.37	2019
2020	810,000	1.550%	94,383	904,383	375,000	1.550%	149,461	524,461	525,000	2.190%	87,524	612,524	(877,849)	(553,570)	0	(40,874)	(1,472,293)	3,189,529	1.31	2020
2021	820,000	1.600%	81,545	901,545	380,000	1.600%	143,515	523,515	525,000	2.330%	75,659	600,659	(862,848)	(555,615)	0	(40,309)	(1,458,771)	2,866,973	1.17	2021
2022	830,000	1.700%	67,930	897,930	385,000	1.700%	137,203	522,203	525,000	2.500%	62,980	587,980	(851,853)	(552,158)	0	(39,705)	(1,443,715)	2,498,970	1.02	2022
2023	850,000	1.850%	53,013	903,013	395,000	1.850%	130,276	525,276	525,000	2.520%	49,803	574,803	(839,996)	(552,924)	0	(39,078)	(1,431,998)	2,044,622	0.83	2023
2024	860,000	2.050%	36,335	896,335	400,000	2.050%	122,523	522,523	575,000	2.600%	35,713	610,713	(876,718)	(552,584)	0	(38,438)	(1,467,739)	1,752,644	0.71	2024
2025	885,000	2.200%	17,785	902,785	410,000	2.200%	113,913	523,913	575,000	2.750%	20,331	595,331	(861,638)	(556,050)	0	(37,769)	(1,455,456)	1,316,885	0.53	2025
2026	350,000	2.300%	4,025	354,025	420,000	2.300%	104,573	524,573	50,000	2.850%	11,713	61,713	(303,280)		0	(61,713)	(364,993)	997,043	0.40	2026
2027					435,000	2.550%	94,196	529,196	50,000	3.100%	10,225	60,225	(306,848)			(60,225)	(367,073)	638,549	0.25	2027
2028					445,000	2.700%	82,643	527,643	50,000	3.200%	8,650	58,650	(304,693)			(58,650)	(363,343)	633,050	0.25	2028
2029					455,000	2.800%	70,265	525,265	50,000	3.450%	6,988	56,988	(306,990)			(56,988)	(363,978)	621,700	0.25	2029
2030					465,000	3.000%	56,920	521,920	50,000	4.700%	4,950	54,950	(303,650)			(54,950)	(358,600)	614,785	0.24	2030
2031					485,000	3.100%	42,428	527,428	50,000	3.700%	2,850	52,850	(304,650)			(52,850)	(357,500)	607,223	0.24	2031
2032					190,000	3.250%	31,823	221,823	50,000	3.850%	963	50,963				(50,963)	(50,963)	604,043	0.24	2032
2033					195,000	3.350%	25,469	220,469										590,309	0.23	2033
2034					200,000	3.450%	18,753	218,753										419,078	0.16	2034
2035					210,000	3.550%	11,575	221,575										425,075	0.16	2035
2036					215,000	3.650%	3,924	218,924										218,924	0.08	2036
TOTALS	8,825,000		769,853	9,594,853	6,630,000		1,873,754	8,503,754	4,755,000		735,897	5,490,897	(8,878,491)	(4,988,043)	0	(754,550)	(14,621,083)	35,019,772		TOTALS

NOTES

Proposed interest rates based on AA3 sale 2/8/16 + .25 + NONBQ adjustment, taxable issue adjusted for spread in tax exempt vs taxable MMD

Existing Debt does not include obligations to be refunded

G.O. Promissory Notes, Series 2016A

Debt Service Breakdown by Purpose

Dated 5/10/16

	Capital Projects			2,920,000	TID 6		4,570,000	Refunding 2008 Notes (General)		1,335,000	Estimated Total Issue Debt Service				
YEAR	Prin (4/1)	Rate[1]	Interest	Total	Prin (4/1)	Interest	Total	Prin (4/1)	Interest	Total	Principal	Rate[1]	Interest	Net Total	YEAR
2017	250,000	1.050%	69,997	319,997	455,000	101,948	556,948	670,000	17,378	687,378	1,375,000	1.050%	189,323	1,564,323	2017
2018	100,000	1.200%	48,015	148,015	485,000	67,285	552,285	665,000	3,990	668,990	1,250,000	1.200%	119,290	1,369,290	2018
2019	300,000	1.400%	45,315	345,315	495,000	60,910	555,910				795,000	1.400%	106,225	901,225	2019
2020	310,000	1.550%	40,813	350,813	500,000	53,570	553,570				810,000	1.550%	94,383	904,383	2020
2021	310,000	1.600%	35,930	345,930	510,000	45,615	555,615				820,000	1.600%	81,545	901,545	2021
2022	315,000	1.700%	30,773	345,773	515,000	37,158	552,158				830,000	1.700%	67,930	897,930	2022
2023	325,000	1.850%	25,089	350,089	525,000	27,924	552,924				850,000	1.850%	53,013	903,013	2023
2024	325,000	2.050%	18,751	343,751	535,000	17,584	552,584				860,000	2.050%	36,335	896,335	2024
2025	335,000	2.200%	11,735	346,735	550,000	6,050	556,050				885,000	2.200%	17,785	902,785	2025
2026	350,000	2.300%	4,025	354,025							350,000	2.300%	4,025	354,025	2026
TOTALS	2,920,000		330,442	3,250,442	4,570,000	418,043	4,988,043	1,335,000	21,368	1,356,368	8,825,000		769,853	9,594,853	TOTALS

Rates based on Aa3 issue sold 2/8/16 + .25 + NONBQ Adjustment

Pre Sale Estimates

G.O. Bonds, Series 2016B

Debt Service Breakdown by Purpose

	Pool - General Fund		3,260,000	TID 3		3,370,000	Estimated Total Issue Debt Service				
YEAR	Prin (4/1)	Interest	Total	Prin (4/1)	Interest	Total	Prin (4/1)	Rate[1]	Interest	Total	YEAR
2016											2016
2017	150,000	115,392	265,392	0	106,101	106,101	150,000	1.050%	221,493	371,493	2017
2018	50,000	81,608	131,608	0	76,240	76,240	50,000	1.200%	157,848	207,848	2018
2019	140,000	80,328	220,328	230,000	74,630	304,630	370,000	1.400%	154,958	524,958	2019
2020	140,000	78,263	218,263	235,000	71,199	306,199	375,000	1.550%	149,461	524,461	2020
2021	145,000	76,018	221,018	235,000	67,498	302,498	380,000	1.600%	143,515	523,515	2021
2022	145,000	73,625	218,625	240,000	63,578	303,578	385,000	1.700%	137,203	522,203	2022
2023	150,000	71,005	221,005	245,000	59,271	304,271	395,000	1.850%	130,276	525,276	2023
2024	150,000	68,080	218,080	250,000	54,443	304,443	400,000	2.050%	122,523	522,523	2024
2025	155,000	64,838	219,838	255,000	49,075	304,075	410,000	2.200%	113,913	523,913	2025
2026	160,000	61,293	221,293	260,000	43,280	303,280	420,000	2.300%	104,573	524,573	2026
2027	165,000	57,349	222,349	270,000	36,848	306,848	435,000	2.550%	94,196	529,196	2027
2028	170,000	52,950	222,950	275,000	29,693	304,693	445,000	2.700%	82,643	527,643	2028
2029	170,000	48,275	218,275	285,000	21,990	306,990	455,000	2.800%	70,265	525,265	2029
2030	175,000	43,270	218,270	290,000	13,650	303,650	465,000	3.000%	56,920	521,920	2030
2031	185,000	37,778	222,778	300,000	4,650	304,650	485,000	3.100%	42,428	527,428	2031
2032	190,000	31,823	221,823				190,000	3.250%	31,823	221,823	2032
2033	195,000	25,469	220,469				195,000	3.350%	25,469	220,469	2033
2034	200,000	18,753	218,753				200,000	3.450%	18,753	218,753	2034
2035	210,000	11,575	221,575				210,000	3.550%	11,575	221,575	2035
2036	215,000	3,924	218,924				215,000	3.650%	3,924	218,924	2036
TOTALS	3,260,000	1,101,611	4,361,611	3,370,000	772,143	4,142,143	6,630,000		1,873,754	8,503,754	TOTALS

Rates based on Aa3 issue sold 2/8/16 + .25 + NONBQ Adjustment

Pre Sale Estimates

Taxable G.O. Bonds, Series 2016C

Debt Service Breakdown by Purpose

	TID #8		565,000	Mall TID 3		4,190,000	Estimated Total Issue Debt Service				
YEAR	Prin (4/1)	Interest	Total	Prin (4/1)	Interest	Total	Prin (4/1)	Rate[1]	Interest	Total	YEAR
2016											2016
2017	15,000	23,853	38,853	300,000	130,278	430,278	315,000	1.380%	154,131	469,131	2017
2018	25,000	16,809	41,809	300,000	88,575	388,575	325,000	1.590%	105,384	430,384	2018
2019	25,000	16,379	41,379	490,000	81,658	571,658	515,000	1.850%	98,036	613,036	2019
2020	25,000	15,874	40,874	500,000	71,650	571,650	525,000	2.190%	87,524	612,524	2020
2021	25,000	15,309	40,309	500,000	60,350	560,350	525,000	2.330%	75,659	600,659	2021
2022	25,000	14,705	39,705	500,000	48,275	548,275	525,000	2.500%	62,980	587,980	2022
2023	25,000	14,078	39,078	500,000	35,725	535,725	525,000	2.520%	49,803	574,803	2023
2024	25,000	13,438	38,438	550,000	22,275	572,275	575,000	2.600%	35,713	610,713	2024
2025	25,000	12,769	37,769	550,000	7,563	557,563	575,000	2.750%	20,331	595,331	2025
2026	50,000	11,713	61,713				50,000	2.850%	11,713	61,713	2026
2027	50,000	10,225	60,225				50,000	3.100%	10,225	60,225	2027
2028	50,000	8,650	58,650				50,000	3.200%	8,650	58,650	2028
2029	50,000	6,988	56,988				50,000	3.450%	6,988	56,988	2029
2030	50,000	4,950	54,950				50,000	4.700%	4,950	54,950	2030
2031	50,000	2,850	52,850				50,000	3.700%	2,850	52,850	2031
2032	50,000	963	50,963				50,000	3.850%	963	50,963	2032
TOTALS	565,000	189,550	754,550	4,190,000	546,348	4,736,348	4,755,000		735,897	5,490,897	TOTALS

Rates based on Aa3 issue sold 2/8/16 + .25, adjusted for spread Taxable MMD vs Tax Exem

Pre Sale Estimates

City of Wausau

Estimated Refunding Savings

EHLERS
LEADERS IN PUBLIC FINANCE

Existing Debt Service To Be Refunded

Issue	2008 GO Promissory Notes				Existing Debt to be paid by Issuer	Proposed 2016A Refunding Portion				Total Savings
Amount	$9,845,000					$1,075,000				
Dated	26-Jun-08					10-May-16				
Call Date	1-Apr-15									
Call Amt										
Year	Prin (4/1)	Rate	Interest	Total		Prin (4/1)	Est. Rate[1]	Interest	Total	
2016	660,000	3.55%	58,930	718,930	718,930				0	0
2017	660,000	3.55%	35,500	695,500		670,000	1.05%	17,378	687,378	8,122
2018	670,000	3.55%	11,893	681,893		665,000	1.20%	3,990	668,990	12,903
2019										0
										0
Total	**1,990,000**		**106,323**	**2,096,323**	**718,930**	**1,335,000**		**21,368**	**1,356,368**	**21,024**

Notes:

Rates based on Aa3 issue sold 2/8/16 + .25 + NONBQ Adjustment

NET FUTURE VALUE SAVINGS **21,024**

Pre Sale Estimates

NET PRESENT VALUE SAVINGS AS A PERCENT OF REFUNDED PRINCIPAL = 1.52% **20,219**

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

RESOLUTION OF THE FINANCE COMMITTEE			
Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records Committee Action: Fiscal Impact:			
File Number:	03-0306	**Date Introduced:**	March 22, 2016

WHEREAS the City of Wausau has an ongoing program for the collection of delinquent personal property taxes, however there are always some personal property taxes which are uncollectible due to various reasons (death of the taxpayer, bankruptcy, court settlement, etc.), and

WHEREAS, there is always a continuous effort to recover delinquent personal property taxes, and

WHEREAS, the Finance Committee has reviewed the list of 2014 delinquent personal property taxes on Attachment A and recommends the write off and charge back of these taxes as provided within the State of Wisconsin Statutes, Now Therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the delinquent personal property taxes as outlined on Attachment A, from the Tax Adjustment account #110-25097410, a total of $10,841.50 (the City's portion) in personal property taxes and $16,612.05 from account #110-11145 in order to provide sound financial management.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to charge back to the appropriate governmental entities their share of these delinquent personal property taxes as outlined on Attachment A.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the list of delinquent personal property taxes be entered into the minutes and published in the newspaper.

Approved:

_____

James E. Tipple, Mayor

2014 DELINQUENT PERSONAL PROPERTY TAX CHARGEBACKS

Acceleration LLC (Hudson's Classic Grill)	B	$ 1,730.87
Albee Property Mgmt LLC	U	126.59
All in the Family Restaurant	O	12.17
Journey to Wellness	O	53.56
BPP Wisconsin LLC (Days Inns)	B	1,962.14
Bucks & Bros Auto	O	238.57
Budget Auto Plus	O	491.75
Budget Resale Furniture	U	277.52
Cabin Pizza	O	384.64
Cherryberry Self Serve Yogurt	O	2,881.20
Coldwater Creek	B	8,642.19
Country Coin & Collectibles	I	68.16
CPI Images LLC	B	133.89
Crooks Associated Service/B & B Movers	U	835.01
CW Tents & Party Rentals	O	244.59
Deb Shops SDW LLC	B	328.65
Design Lab Botanical Studio	O	107.11
Dynamic Solutions Mediation	I	38.95
Farmers Insurance (Engman)	O	333.52
Gene's Coins	O	9.74
Sidetracked (Harter)	O	211.79
Innovative PC Solutions LLC	O	53.56
Insurance Services of Wausau LLC	C	199.62
Johnnie's Service Inc	O	703.55
B & D Improvements	I	92.51
Kustom Auto & Repair	U	253.18
Ryan Lister, Attorney at Law	O	569.65
Opportunity Realty	O	109.55
Paradox (Kurzynski)	O	243.44
X Treme Audio & Custom	O	211.79
Perspektive Media Group	C	253.18
Rajshree Inc (Ponderosa Motel)	O	745.40
Revelation Glassworks	I	38.95
The Beauty Parlor	O	9.74
Snow Services LLC	U	1,964.58
Valley Construction Co/Badger Roofing of WI	C	929.95
Stericycle Inc	I	65.73
The Planted Seed	O	158.24
The Wedding Store	U	552.76
City Bike Works	C	611.04
Wausau Mfg Corp	I	4.87
Wausau Music Center Inc	B	569.65
		$ 27,453.55

O - Out of Business/no response
B - Bankruptcy
C - Current/Potential court action

U - Unsatisfied Judgment
I - Immaterial amount

CITY OF WAUSAU 2014 BUDGET

GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
January 31, 2016
NARRATIVE

REVENUES

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

Intergovernmental Grants 2015 reflects the Beat Patrol funding from the State. The City no longer qualifies for this grant which was considered during budget preparation.

Intergovernmental Charges for Services Midyear of 2015 the City began recording cost allocations to other funds as a monthly entry rather than yearend. This results in revenues recorded in January 2016 that were not recorded in January 2015.

Commercial Interest on investments is being recorded on an accrual basis and adjusted to market monthly in 2016. This was implemented during 4th quarter 2015.

Other Financing Sources Midyear of 2015 the City began recording the Pilot and transfer from the Utility monthly rather than recording at yearend. This results in revenues recorded in January 2016 that were not recorded in January 2015.

EXPENSES

The budget to date appears in line with the budget with 7.8% of the budget spent and 8.3% of the year complete. Expenses to date of $2,509,418 include expenses that were not allocated until later in 2015 including property insurance allocations and the January motor pool allocations. These timing differences constitute the cost differences in City Hall, police and fire. The engineering budget reflects the Director position which was vacant in 2015.

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended January 31, 2016

	Budgeted Amounts			Variance with	2015
	Original	Final	Actual	Final Budget	Actual
TAXES					
General property taxes	$ 16,749,259	$ 16,749,259	$ 16,749,259	$ -	$ 16,200,627
Mobile home parking fees	27,000	27,000	1,616	(25,384)	1,730
Payments in lieu of taxes	108,000	108,000	2,000	(106,000)	200
Other taxes	69,185	69,185	783	(68,402)	1,184
Total Taxes	16,953,444	16,953,444	16,753,658	(199,786)	16,203,741
INTERGOVERNMENTAL					
State shared taxes	4,437,159	4,437,159	-	(4,437,159)	-
Expenditure restraint	734,231	734,231	-	(734,231)	-
Fire insurance tax	102,678	102,678	-	(102,678)	-
Municipal services	184,000	184,000	-	(184,000)	-
Transportation aids	2,448,749	2,448,749	611,305	(1,837,444)	634,329
Other grants	2,700	2,700	-	(2,700)	60,717
Total Intergovernmental	7,909,517	7,909,517	611,305	(7,298,212)	695,046
LICENSES AND PERMITS					
Licenses	181,115	181,115	3,102	(178,013)	3,550
Franchise fees	355,000	355,000	-	(355,000)	-
Permits	237,792	237,792	13,343	(224,449)	7,075
Total Licenses and Permits	773,907	773,907	16,445	(757,462)	10,625
FINES, FORFEITURES AND PENALTIES	357,000	357,000	24,586	(332,414)	21,789
PUBLIC CHARGES FOR SERVICES					
General government	81,600	81,600	4,423	(77,177)	330
Public safety	1,426,270	1,426,270	2,063	(1,424,207)	2,245
Streets and related facilities	128,850	128,850	8,123	(120,727)	10,735
Recreation	188,500	188,500	-	(188,500)	-
Public areas	123,874	123,874	-	(123,874)	100
Total Public Charges for Services	1,949,094	1,949,094	14,609	(1,934,485)	13,410
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,340	11,340	-	(11,340)	-
County and other municipalities	280,981	280,981	20,636	(260,345)	-
City departments	1,105,647	1,105,647	49,159	(1,056,488)	7,619
Total Intergovernmental Charges for Services	1,397,968	1,397,968	69,795	(1,328,173)	7,619

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL (Continued)
Period Ended January 31, 2016

	Budgeted Amounts			Variance with	2015
	Original	Final	Actual	Final Budget	Actual
COMMERCIAL					
Interest on general investments	$ 275,000	$ 275,000	$ 99,949	$ (175,051)	$ 18,210
Interest on special assessments	15,000	15,000	-	(15,000)	-
Other interest	15,000	15,000	4,454	(10,546)	-
Total Commercial	305,000	305,000	104,403	(200,597)	18,210
MISCELLANEOUS REVENUES					
Rent of land and buildings	216,590	216,590	34,733	(181,857)	40,266
Sale of City property/loss compensation	13,700	13,700	268	(13,432)	166
Other miscellaneous revenues	16,470	16,470	52	(16,418)	128
Total Miscellaneous Revenues	246,760	246,760	35,053	(211,707)	40,560
OTHER FINANCING SOURCES					
Transfers in	1,882,500	1,882,500	138,863	(1,743,637)	-
TOTAL REVENUES AND OTHER FINANCING SOURCES	$ 31,775,190	$ 31,775,190	$ 17,768,717	$ (14,006,473)	$ 17,011,000

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
Period Ended January 31, 2016

	Budgeted Amounts			Variance with	2015
	Original	Final	Actual	Final Budget	Actual
GENERAL GOVERNMENT					
City Council	$ 90,311	$ 90,311	$ 5,619	$ 84,692	$ 6,444
Mayor	201,374	201,374	16,626	184,748	16,028
City Promotion	108,750	108,750	13,320	95,430	11,613
Finance department	500,044	500,044	35,048	464,996	37,547
Data processing	732,798	732,798	112,000	620,798	106,000
City clerk/customer service	498,163	498,163	38,450	459,713	37,413
Elections	120,012	120,012	828	119,184	60
Assessor	595,516	595,516	47,937	547,579	46,640
City attorney	489,805	489,805	36,440	453,365	35,658
Municipal court	128,605	128,605	10,091	118,514	9,023
Human resources	297,419	297,419	24,109	273,310	22,725
City hall and other municipal buildings	289,766	289,766	32,524	257,242	14,524
Unclassified	170,000	170,000	-	170,000	-
Total General Government	4,222,563	4,222,563	372,992	3,849,571	343,675
PUBLIC SAFETY					
Police department	9,004,956	9,004,956	782,779	8,222,177	721,028
Fire department	3,509,532	3,509,532	344,024	3,165,508	291,724
Ambulance	3,106,578	3,106,578	262,050	2,844,528	275,818
Inspections and electrical systems	765,343	765,343	54,356	710,987	38,089
Total Public Safety	16,386,409	16,386,409	1,443,209	14,943,200	1,326,659
TRANSPORTATION AND STREETS					
Engineering	1,302,086	1,302,086	91,598	1,210,488	76,036
Department of public works	6,332,072	6,332,072	531,119	5,800,953	515,528
Total Transportation and Streets	7,634,158	7,634,158	622,717	7,011,441	591,564
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	958,000	958,000	70,118	887,882	-
NATURAL RESOURCES/RECREATION					
Parks and recreation	2,574,060	2,574,060	382	2,573,678	-
TOTAL EXPENDITURES	$ 31,775,190	$ 31,775,190	$ 2,509,418	$ 29,265,772	$ 2,261,898

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended January 31, 2016

BUDGET REVENUES RECONCILIATION

2016 ADOPTED BUDGET	$ 31,775,190

BUDGET EXPENDITURES RECONCILIATION

2016 ADOPTED BUDGET	$ 31,775,190

TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: March 3, 2016

SUBJECT: Amendment Number One of the Harter's Fox Valley Disposal Contract regarding the Performance Bond

Purpose: To consider the proposed contract amendment to the ten year refuse and recycling contract with Harters Fox Valley Disposal.

Background: The new refuse and recycling contract contained a clause that requires the contractor to provide a $500,000 performance bond. The purpose of the bond is to provide the city with financial compensation if the contractor was unable to perform their responsibilities within the contract. The money is designed to defray the extra costs of obtaining an emergency service. As we implemented the contract, we noted that the language did not clearly define the specifics of the performance bond. The Attorney's office has crafted an addendum that reflects the agreed upon terms of the bond.

Impact: The addendum indicates that the performance bond will be provided annually within 60 days of the expiration of the expiring bond. This 60 days will allow the city proper notification if the contractor is no longer able to secure bonding. In addition, the inability or unwillingness to provide the bond by the 60 day expiration date is a material breach in the contract allowing the City to seek other services.

AMENDMENT TO RESIDENTIAL SOLID WASTE
AND RECYCLING SERVICE AGREEMENT

THIS AMENDMENT TO RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE AGREEMENT made this_____day of _____, 2016, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "City" and Harter's Fox Valley Disposal LLC, hereinafter referred to as "Contractor."

WHEREAS, City and Contractor have entered into an Agreement to provide residential solid waste and recyclable collection services to the citizens of the City and Contractor is in the business of providing such residential solid waste and recyclable collection services; and

WHEREAS, the Agreement requires in Section 11.0 for the Contractor to provide the City with a performance bond or letter of credit in the amount of not less than $500,000.00 to assure performance of the Agreement during its term;

WHEREAS, the Agreement requires in Section 11.0 that the bond shall be maintained during the entire duration of the Agreement;

WHEREAS, it is in the best interests of the parties to enter into this Amendment to further clarify the requirements of Section 11.0.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

.

Amendment of Section 11.0. Performance Bond. The following language indicated in bold type is hereby added to Section 11.0 as follows:

11.0. Performance Bond. Contractor shall provide the City, in order to assure performance of the Agreement during its term, a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit in the amount of not less than $500,000.00. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the City prior to execution of this Agreement. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the City. Such a bond shall be maintained during the entire duration of this Agreement. **If the bond is provided to the City on an annual basis then the renewal bond for each year of this Agreement shall be provided in advance to the City not less than sixty (60) days prior to the expiration of the bond which is then in effect for the current year. Failure by Contractor to provide a bond for each year of this Agreement not less than sixty (60) days prior to the expiration of the bond for the current Agreement year shall constitute a material breach of this Agreement.**

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

CITY OF WAUSAU, WISCONSIN

_____
James E. Tipple, Mayor

Attest:

_____
Toni Rayala, Clerk

CONTRACTOR: HARTER'S FOX VALLEY DISPOSAL LLC

By:_____

Name:_____

Title:_____

Attest:_____

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.

Walker Parking Consultants is a nationally recognized consulting firm who specialize in all aspects of parking ramp construction and maintenance. The City currently owns and maintains four parking ramps in the City of Wausau. The scope of services from Walker Restoration consultants would include the following:

Conditions Appraisal:

- Review available drawings, reports and maintenance documents
- Detailed field observations to include both visual and physical testing of the existing facility
- Delamination testing (sounding)
- A technical report on conditions including an opinion on probable costs for documented repairs.

Assess Management Plan:

- Provide the City with a 10 year recommended repair, maintenance, and capital improvement plan.

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

The conditions appraisal will be used to develop plans for restoration and repair. The ramps are in need of maintenance to get the maximum service life from the structure. This report will identify the most urgent needs and identify the costs. The asset management plan will be used for budgeting purposes for a 10 year cycle.

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.

Walker Parking Consultants has a vast working knowledge of existing ramps. They are responsible for the design of 3 of the 4 ramps and have been involved with the maintenance and repairs of these ramps since their construction. Walker prepared the last assessment of the ramps in 2009. The working knowledge of the ramps and the past maintenance history makes them uniquely qualified to perform the work.

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

To the knowledge of the City, no local engineering firms have experience in parking ramp construction or maintenance. The engineering department has had some contact with engineering firms from outside the Wausau area who have expressed interest in the work and who may be qualified, however, Walker appears uniquely qualified based upon all the past work experience and history with the maintenance of the ramps.

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

Based upon the scope of work and deliverables to the City, the cost proposed by Walker parking consultants appears reasonable. This reasonableness is based upon the amount of hours anticipated to complete the work.

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: Public Works

Preparer: Allen M. Wesolowski

Vendor Name: Walker Parking Restoration Consultants

Expected amount of purchase or contract: $36,100

Department Head Signature: Eric Rolfs ***Date:*** 2-29-16

Finance Director Signature: ***Date:***

WALKER
RESTORATION CONSULTANTS

1660 South Highway 100, Suite 545
Minneapolis, MN 55416

Office: 952.595.9116
Fax: 952.595.9518
www.walkerrestoration.com

February 15, 2016

Mr. Allen M. Wesolowski. P.E.
Project Engineer
City of Wausau
Wausau City Hall
407 Grant Street
Wausau, WI 54403-4783

Re: Proposal for Engineering Services
Municipal Parking Ramps Condition Appraisal
Wausau, Wisconsin

Dear Mr. Wesolowski:

Walker Restoration Consultants (Walker) is pleased to provide this proposal for professional engineering services to the City of Wausau, Wisconsin (City). As we discussed, all four City ramps would benefit from strategic maintenance planning to maintain these public assets and reduce future repair costs. The purpose of this letter is to define a scope of services, propose professional fees, establish a schedule for the work, and serve as authorization to proceed.

PROJECT UNDERSTANDING

Understanding the need to maintain these public investments, the City desires to develop a strategic maintenance program for monitoring wear and other deterioration of these ramps. The City parking system includes the following multi-level parking ramps:

Parking Ramp	Spaces	Opened
Jefferson Street	750	2003/04
Sears	975	1982
JCPenney	531	1982
McClellan Street	356	1975/76
Total Spaces	**2,612**	

Successful maintenance programs consist of annual walkthroughs, periodic appraisals and testing, budget forecasting of planned repairs through a guided asset management plan, and ultimately, implementation of repairs.

A Condition Appraisal will assess the physical condition of the ramp such that deterioration can be identified and an opinion of probable construction cost for repairs and maintenance be developed. A visual review of building elements that includes observation of building components including floor slabs, ceilings, beams, columns, stairs, building facades, sealants, expansion joints, waterproofing, stair/elevator towers, and other items will be performed by a Professional Engineer. Both non-destructive and destructive testing may be performed to validate or augment observations.

An Asset Management Plan will provide a 10-Year plan for anticipated maintenance and repairs. The plan will provide a tool for short-term planning but also to help budget and allocate funds for future maintenance and repairs in current and future dollars. Also, by anticipating future repairs and maintenance, the plan can help protect assets by proactively planning for structural maintenance and repairs so future deterioration can be reduced. Finally, the Asset Management Plan can include costs for anticipated replacement of large capital expenditures such as, light fixtures, drainage system, elevators, roofing, and even the parking structure itself.

To specifically tailor these services for Wausau, we understand the Jefferson Street Ramp to be relatively young and of durable construction. The Sears and JCPenny Ramps are more aged and received a floor delamination survey last in 2007. Hence, a floor delamination survey may be prudent at current to refine deterioration areas. The McCellan Street Ramp received repairs last in 2011/12, which consisted of floor repairs, sealant replacement, and other miscellaneous structural repairs. All four ramps last received a walkthrough observation in 2009.

SCOPE OF SERVICES

At current, we understand that the City desires that all four ramps receive a Condition Appraisal. As part of these appraisals, each facility's supported floor (slabs) may receive non-destructive testing based on the facility's potential for deterioration to confirm suspected deterioration and provide refined information for future planning of repairs. This testing will provide better understanding of subsurface deterioration quantities than visual methods. Additionally, we understand that the City desires that Asset Management Plans be developed for all ramps to implement repairs in current and future budget cycles.

To complete this, Walker offers the following scope of services:

TASK 1: CONDITION APPRAISAL

Walker will assess the physical condition of the ramp such that deterioration can be identified and an opinion of probable construction cost for repairs and maintenance developed.

A. Walker will review available drawings, previous engineering reports, and maintenance documents provided by the City.
B. Walker will conduct a detailed field observation and testing of building elements including:
    1. Visual observation of the supported concrete floor slabs and beams, ceilings, columns, walls, stair/elevator towers, facade, expansion joints and sealants, mechanical/electrical/plumbing systems, and architectural systems and finishes.
    2. Sound beams, columns, walls, and ceilings, as needed during visual observation to confirm suspected deterioration.

3. Conduct delamination testing (chain drag and marking) of supported floor surfaces and record on field survey drawings as follows:
   a. Jefferson Street – limited, only to confirm visual observations
   b. Sears – at supported floor surfaces
   c. JCPenny – at supported floor surfaces
   d. McCellan Street – at pour strips and tee flange joints

C. Recommend other testing, to be performed by others, including locations of samples for chloride ion content testing (ASTM C1152/1218, e.g.)
D. Develop typical plan sheets for field survey use.
E. Record deterioration and deficiencies (by hand) on plan sheets.
F. Report conditions that pose an immediate safety condition or hazard before leaving the site.
G. Walker will provide a technical report that appraises the existing condition of the structure. Included will be photographs as appropriate, test results, an opinion of probable construction cost for repairing deteriorating conditions, and recommendations for proactive maintenance.
H. Receive comments on report from City and incorporate into a final report.

TASK 2: ASSET MANAGEMENT PLAN

Using information developed in Task 1, as well as City-provided reports and other information, Walker will develop a 10-year recommended repair, maintenance and capital improvement plan for each ramp, and will provide a compilation of the overall Asset Management Plan for City ramps. Each plan will include:

A. Repair Cost programming for repair and maintenance of concrete superstructure, waterproofing systems, stair and elevator towers, mechanical/electrical/plumbing systems, architectural systems and finishes, and cleaning of the ramp.
B. Provide a written draft report of the Asset Management Plans for City review.
C. Receive comments on report and Asset Management Plans from City and incorporate into a final report from prior Task item.

Walker will provide two (2) hard copies of each report/plan as indicated in the tasks listed above. Two (2) hard copies and an electronic (PDF) copy of the final reports/plans for each ramp will be provided at completion.

An appraisal will identify those areas that are in need of maintenance actions. If structural problems are found (i.e., broken post-tensioning tendons, etc.), further field evaluation and testing may be required to better diagnose its cause and modify our opinion of construction cost. This additional evaluation and testing is beyond the basic services proposed.

Subsequent phases of services that are not included in this proposal can consist of Contract Document preparation for maintenance/repairs, Bidding, Construction Observation, and Construction Administration. The extent of these services will be better understood at completion of each phase of work outlined above in the Scope of Services. Completion of the proposed services, as presented, will provide an excellent

"base line" for future maintenance of the structure and can then be used for annual reviews to maintain the integrity and value of the parking structure is maintained.

Please note that this proposal for services does not include evaluation and testing for hazardous materials including, but not limited to, asbestos or PCB. In addition, the proposed condition appraisal does not include review and survey of conformance to Americans with Disabilities Act (ADA) or other Federal/state/local requirements for accessibility. Review for ADA in parking areas could be provided by Walker as an additional service.

PROFESSIONAL FEE & SCHEDULE

Walker will provide professional engineering services described above for a lump sum fee, including reasonable project-related expenses, as illustrated in the table below:

Tasks	Proposed Fee
1. Condition Appraisal	$26,900
Non-destructive Testing (JC Penny/Sears Ramps)	$3,500
2. Asset Management Plan	$4,500
Expenses	$1,200
TOTAL LUMP SUM FEE PROPOSED	**$36,100**

We have provided fees commensurate with work proposed for calendar year 2016. Field work will occur during a single trip. A proposed schedule for the scope of services proposed is as follows:

Task	Est. Dates
Notice to Proceed	March 2016
Condition Appraisals (estimate 3-4 days, weather permitting)	April 2016
Draft Reports issued to City (±6 weeks following field work)	May 2016
City report comments delivered to Walker	
Final Reports issued, pending receipt of comments from City	June 2016

Final scheduling shall be determined by mutual agreement between the City of Wausau and Walker.

TERMS AND CONDITIONS

The fees quoted herein shall remain firm for thirty (30) days from receipt of this proposal. All services will be performed according to the terms and conditions of the attached General Conditions of Agreement for Restoration Services.

WALKER'S QUALITY POLICY

Walker is dedicated to providing the City of Wausau with professional engineering services that fully meet project requirements. To meet this goal, we are available to review this proposal with you, at your convenience, and adapt the Scope of Services as necessary. The foregoing is our understanding of the professional services requested. If there are any other services required at this time, please contact us and we will modify this proposal accordingly.

We are available to answer any questions regarding our proposal with you and thank you for the opportunity to provide this proposal to the City of Wausau.

Best Regards,

WALKER RESTORATION CONSULTANTS

Carl L. Schneeman, P.E.
Director of Operations

Enclosure: General Conditions of Agreement for Restoration Consulting Services
Facility Descriptions

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

CITY OF WAUSAU

Accepted by (Signature): _____

Printed Name: _____

Title: _____

Date: _____

SERVICES

Walker Restoration Consultants, as a Division of Walker Parking Consultants/Engineers, Inc. (WALKER) will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

PAYMENT FOR SERVICES

WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, the CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

OWNERSHIP OF DOCUMENTS

All documents prepared or provided by WALKER are and remain the property of WALKER as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

STANDARD OF CARE

WALKER will perform the services called for in the attached letter and this agreement in accordance with generally accepted standards of the profession. No other warranty, express or implied, is made. WALKER's liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of WALKER shall be limited to the fee or $10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. WALKER will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, WALKER makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.

FACILITY DESCRIPTIONS

The **Jefferson Street** Ramp was constructed in 2003/2004, and is located on the block bounded by First, Second, Scott and Jefferson Streets. The parking ramp consists of an underground level and seven supported levels. The seventh level was converted to vehicle parking in 2006 with the addition of express ramps. The structural system consists of cast-in-place structure with post-tensioned (P/T) slabs and beams. The slab-on-grade floor area is approximately 71,000 square feet, 300,000 square feet at the supported levels, and has about 750 parking spaces. The structure consists of flat floors with express ramp access between floors, one-way traffic flow and angled parking. Vehicles enter and exit at Second Street. A stair/elevator tower is located along First Street and stair towers located at Second and Scott, and Second and Jefferson. Retail space is provided at grade level.

The **Sears** Parking Ramp is a cast-in-place structure with post-tensioned (P/T) slabs and beams, with parking for 975 cars on slab-on-grade and 3 supported levels. Overall dimensions are approximately 393 feet by 218 feet, with a total floor area of 336,000 sq. ft. It is a four bay, double helix structure, opened for use in 1982. There are four masonry stair towers, one at the approximate center of each side, and one elevator tower at the northwest corner. Stair and elevator towers are isolated from the parking structure. Expansion joints are provided in the north-south direction (middle of parking structure) and around the perimeter of the stair towers. The expansion joints have been replaced and now consist of elastomeric expansion joint glands at the floor to floor joints. The expansion joints around the stair/elevator towers are urethane premolded strip with poured-in-place flexible sealant at either edge.

The **JCPenney** Ramp is a cast-in-place concrete structure with post-tensioned (P/T) slabs and beams. The structure was opened in 1982. The structure is 4 bays wide with a down ramp to the lower level on the west side and an up ramp to the upper (grade) level on the east side. Parking for 531 cars is provided on slab-on-grade and one supported level, except for the south extension, which has two supported levels. The retail store was constructed over the main portion of the parking structure. Overall dimensions for the main portion of the parking structure are about 416 feet by 215 feet, and the south extension 128 feet by 108 feet. Total floor area of this configuration is 204,000 sq. ft. of which roughly 103,000 sq. ft. is slab-on-grade. Expansion joints are provided in the east-west direction as well as around the perimeter of the stair towers. There are three stair towers and one elevator/stair tower near the center of the east wall. Stair and elevator towers are constructed to be isolated from the parking structure.

The **McClellan Street** Ramp was constructed in 1975/1976. The facility is located on the south side of McClellan Street between First and Second Streets. The structure consists of a slab-on-grade level and four supported levels of parking. The floor area is approximately 24,000 square feet at the slab-on-grade and 101,800 square feet at the supported levels and has about 356 parking spaces. The parking function is a double threaded helix design with one-way traffic flow and angled parking. Vehicles enter at grade at the southeast corner from Second Street and southwest corner from First Street and exit at the north central onto McClellan Street. The stair/elevator tower is located at the southeast corner and the stair tower is located along the north perimeter. The pedestrian skyway connects the parking facility to an adjacent building to the east across North 2nd Street. The structural system consists of pretopped 26-inch deep precast double tee members as the driving surface supported by precast ledger beams and inverted tee beams, which are supported by precast columns. Cast-in-place concrete washes are placed on the precast tees adjacent to the interior and exterior walls, and at the end and middle crossovers. Protective concrete sealer was reportedly applied in 2008. A significant repair campaign was undertaken in 2011/12 and consisted of floor repairs, sealant replacement, and other miscellaneous structural repairs.

Staff Report

From: **Christian Schock**

To: **Finance Committee Members**

Date: **March 8, 2016**

Re: **JARP Expansion, 7811 Stewart Ave.**

Purpose:

- JARP Industries, Inc. to purchase a portion of the existing Wausau Coated property and a building for future expansion.

Previous Facts:

- The water service lateral for the existing building is located across land owned by Wausau Coated and cannot service another land owner.
- JARP Industries has agreed to purchase the existing building from Wausau Coated (following the construction of their new building late last year) for future expansion in cylinder remanufacturing sector.

Current Considerations:

- The new water service lateral is required to facilitate the sale of the building and property. It is required because of the $2mil expansion of Wausau Coated which is now located above the existing water service. A new lateral would cost approximately $125,000 to install the service. The applicant requests a TIF grant of $125,000 from TID #10 for the project to proceed.
- The project will create an additional 30 FTE jobs in this facility, and the owner will commit to an additional minimum of $50,000 in property and building improvements at this site by 1/1/19.

City of Wausau TIF Application

Please complete the following information and return it along with a $125 fee made payable to Community Development.

DEVELOPER

Legal Entity: WCE3 & JARP Industries, Inc.

d/b/a: _____

Main Office Location: _____

Type of Business: JARP - remanufacture of hydraulic cylinders

Project Description:

Update water / sewer lines to meet State plumbing code as property is being subdivided.

Reason for Application Assistance:

A new line is needed to meet State plumbing code. Both parties would otherwise agree to have WCE3 maintain the existing lines at their cost. The original line was installed by the City.

PROPERTY INFORMATION

Parcel 1
Address: 7811 W. Stewart Ave
Size: 6.75 acres
Current Use: Manufacturing
Current Assessed Value: Does not stand alone
Current Property Taxes: Does not stand alone

Parcel 2
Address: 7805 W. Stewart Ave
Size: 7.74 acres
Current Use: Manufacturing
Current Assessed Value: $1,650,700 (2015, whole property)
Current Property Taxes: $42,139 (2015, whole property)

PROPOSED IMPROVEMENTS
Describe improvement details

New water line / sewer line from Stewart Avenue.
New asphalt.
Building expansion in 2015/2016 by Wausau Coated products.
Potential for building expansion by JARP in 3 to 5 years.

RETURN ON INVESTMENT ANALYSIS

Project Costs

	Amount ($)	Source of Funds
Purchase of Land	$1,650,000	WCE3
Demolition Cost		
Site Improvements	$125,000	TBD
Purchase of Existing Facility		
Construction of New Building(s)	$2,000,000	WCE3
Renovation of Existing Structure		
Machinery & Equipment		
Architectural & Engineering Fees		
Legal & Other Professional Fees		
Contingency		
Working Capital		
Other (please specify)		
Total Project Costs	$3,775,000	

Value of Property

- Lot Size (in acres): 6.75 acres / 7.74 acres
- Improvement Square Footage: 45,000
- Current Assessed Values: Land $ 341,400 + Improvements $ 1,309,300 = 1,650,700
- Calculated Property Value: Land $ 341,400 + Improvements $ 3,309,700 = 3,750,700

Projected Property Taxes

- Current Property Taxes: $ 42,139
- Calculated Property Taxes: $95,747
- Calculated Tax Increment: $53,608

Zoning:

- Current Zoning: M2
- Proposed Zoning: M2

Requested City Participation/Financing

Source	**Amount**	**Terms: Years/Interest**	**Contact Information**
Loans:			
Equity			
Requested City Participation:			
Loan:			
Grant:			
Other:	125,000		
Total Financing	125,000		

City of Wausau ROI: $120,000 net present value over 5 years at 3% cost of funds (does not include new jobs)

Jobs Created

- Up to $15,000: _____
- $15,001-$30,000: _____
- $30,001-$45,000: 15
- $45,001-$60,000: 3
- $60,001 and above: _____
- Description of Employee benefits:

Health, dental, 401(k) with employer match, wellness, life & disability insurance.

Please return to Community Development, 407 Grant Street, Wausau, WI 54403.

CITY OF WAUSAU
TAX INCREMENTAL DISTRICT NUMBER TEN
CASH FLOW PROJECTION

						SOURCES OF FUNDS			
	Year	Debt Service	Administrative & Fiscal Charges	Developer Grant	Capital Expenditures	Debt Proceeds	Existing Increment	Annual Surplus (Deficit)	Cumulative Balance
ACTUAL									
1	2013		$1,000					($1,000)	($1,000)
2	2014		$37,464		$201,909	$310,000		$70,627	$69,627
ESTIMATED									
3	2015	$7,625	$30,469	$1,200,000	$207,623	$1,225,000	$33,001	($187,716)	($118,089)
4	2016	$44,300	$2,150	125,000			$78,842	($92,608)	($210,697)
5	2017	$59,223	$6,000				$124,869	$59,646	($151,051)
6	2018	$142,973	$6,000				$125,181	($23,792)	($174,843)
7	2019	$140,873	$6,000				$125,494	($21,379)	($196,222)
8	2020	$138,773	$6,000				$125,808	($18,965)	($215,187)
9	2021	$141,410	$6,000				$126,123	($21,287)	($236,474)
10	2022	$143,723	$6,000				$126,438	($23,285)	($259,759)
11	2023	$141,029	$6,000				$126,754	($20,275)	($280,034)
12	2024	$143,210	$6,000				$127,071	($22,139)	($302,173)
13	2025	$140,211	$6,000				$127,389	($18,822)	($320,995)
14	2026	$136,910	$6,000				$127,707	($15,203)	($336,198)
15	2027	$138,235	$6,000				$128,026	($16,209)	($352,407)
16	2028	$139,410	$6,000				$128,346	($17,064)	($369,471)
17	2029	$140,435	$6,000				$128,667	($17,768)	($387,239)
18	2030	$111,705	$6,000				$128,989	$11,284	($375,955)
19	2031		$6,000				$129,311	$123,311	($252,644)
20	2032		$6,000				$129,634	$123,634	($129,010)
21	2033		$6,000				$129,958	$123,958	($5,052)
	2034		$6,000				$130,283	$124,283	$119,231
	TOTAL	$1,910,045	$178,083	$1,325,000	$409,532	$1,535,000	$2,407,891		

Jarp Grant

Mandated Termiation Date

9/17/2033

H:\FWCOMMON\TIF\TIF10\TID10 CASHFLOW.XLS

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving alleged claim for excessive assessment – Fernando and Heidi Riveron (1010 Franklin Street)

Committee Action:

Fiscal Impact: None

File Number:	16-0219	**Date Introduced:**

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☒ No☐		
	Included in Budget:	Yes☐ No☐	*Budget Source:*	
	One-time Costs:	Yes☐ No☐	*Amount:*	
	Recurring Costs:	Yes☐ No☐	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐ No☐	*Amount:*	
	Grant Financed:	Yes☐ No☐	*Amount:*	
	Debt Financed:	Yes☐ No☐	*Amount*	*Annual Retirement*
	TID Financed:	Yes☐ No☐	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, on December 18, 2015, Fernando and Heidi Riveron filed a claim for excessive assessment pursuant to Section 74.37, Wisconsin Statutes; and

WHEREAS, pursuant to said claim, Fernando and Heidi Riveron are requesting that the 2015 assessment of the real property located at 1010 Franklin Street (PIN 291.2908.254.0289) be reduced; and

WHEREAS, Fernando and Heidi Riveron appealed the 2015 assessment to the Board of Review and the Board determined the assessor's valuation incorrect and the full value of the property and improvements to be $870,000; and

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

WHEREAS, your Finance Committee, in February 23, 2016, considered the matter and recommends that the claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the claim of Fernando and Heidi Riveron filed the with city clerk on December 18, 2015, for excessive assessment of the real property located at 1010 Franklin Street (PIN 291.2908.254.0289) is hereby approved.

Approved:

_____

James E. Tipple, Mayor

February 23, 2016

74.37 Claim for Excessive Assessment
Real Estate Parcel

PIN# 291 2907 254 0289
1010 Franklin St
Owner: Fernando and Heidi Riveron

The Riveron's filed a Section 74.37 Claim for Excessive Assessment with our City Clerk, Toni Rayala, on December 18, 2015.

The Riveron's 2014 assessment was lowered for the 2015 city-wide revaluation. The Riveron's 2015 assessment prior to the Board of Review was $938,500. The Riveron's filed an objection with the 2015 Board of Review. At the 2015 Board of Review hearing the final outcome was to lower their assessment to $870,000.

2014 Assessment		2015 Assessment		Post BOR 2015 Assessment	
Land	$ 62,300	Land	$ 62,300	Land	$ 62,300
Improvement	$919,100	Improvement	$ 876,200	Improvement	$807,700
Total	$981,400	Total	$ 938,500	Total	$870,000

In February 28, 2014 they paid $798,000 for the home. The Riveron's lived right next door and were watching the sale price drop. They purchased it directly from their neighbor. There was a listing in July 2011 for $1,500,000, listing dropped in July 2012 to $995,000, then went off the market.

During sale inspection Mrs. Riveron stated they had already stuck in over $60,000 which included: porch/deck made larger, repaired leaking roof, new fireplace, painted, repaired siding. Seller had appraisal for $877,700 done in 2013 prior to the $60,000 worth of improvements.

The Riveron sale was not considered a "*conforming arm's-length transaction*".

I recommend denial of Riveron's claim for excessive assessment.

Respectfully submitted,

Nanette S. Giese
City Assessor
City of Wausau

Accepted

OBJECTION FORM FOR REAL PROPERTY ASSESSMENT

Section 70.47(7)(a), Wisconsin Statutes states " No person shall be allowed in any action or proceedings to question the amount or valuation of property unless such written objection has been filed and such person in good faith presented evidence to such board in support of such objection and made full disclosure before said board . . ."

Note: The Board of Review can hear only sworn oral testimony regarding the value of the property. It cannot hear protests regarding the amount of property taxes or questions of exemption. The best evidence of the value of your property is a recent arm's-length sale of your property. The next best evidence is recent arm's-length sales of comparable property. If there are no sales of your property or comparable property, you should present other evidence that indicates the value of your property. This would include cost, income, appraisals, and sales of like property.

Property Owner's Name	Agent Name *(if applicable)*
Fernando and Heidi Riveron	
Owner's Mailing Address	**Agent's Mailing Address**
1010 Franklin	
Owner's Telephone Number	**Agent's Telephone Number**
715-581-4072 / 715-581-4073	

Please provide the following information on the property and the assessment to which you are objecting. *(Attach additional sheets, if necessary.)*

1. Property Address 1010 Franklin
2. Legal Description or parcel number from the current assessment roll
   #291 2907 254 0289
3. Total Property Assessments 938,500
4. Please explain why you think the above assessed value is incorrect The Assessment is much higher than the sale price in 2014 or Comparables
5. In your opinion, what was the taxable value of this property on January 1 of the year being appealed? 798,000.00
   If this property contains acreage that is not in a market value class, provide a further opinion of the taxable value breakdown:

STATUTORY CLASS	ACRES	$ PER ACRE	FULL TAXABLE VALUE
Residential Total Market Value			798,000.00
Commercial Total Market Value			
Agricultural Classification: # of Tillable Acres		@ $ acre use value	
# of Pasture Acres		@ $ acre use value	
# of Specialty Acres		@ $ acre use value	
Undeveloped Classification # of Acres		@ $ acre @ 50% of Market Value	
Agricultural Forest Classification # of Acres		@ $ acre @ 50% of Market Value	
Forest Classification # of Acres		@ $ acre @ Market Value	
Class 7 "Other" Total Market Value		Market Value	
Managed Forest Land Acres		@ $ acre @ 50% of Market Value	
Managed Forest Land Acres		@ Market Value	

6. Check the method of acquisition of the property: ☑ Purchase ☐ Trade ☐ Gift ☐ Inheritance
   Acquisition Price $ 798,975.00 Date 2/28/14
7. Have you improved, remodeled, added to, or changed this property since acquiring it? ☐ Yes ☑ No
   If yes, describe:
   (a) When were the changes made?
   (b) What were the cost of the changes?
   (c) Does the above figure include the value of all labor, including your own? ..... ☐ Yes ☐ No
8. Have you listed the property for sale within the last five years? ..... ☐ Yes ☑ No
   (a) If yes, when and for how long was the property listed?
   (b) What was the asking price?
   (c) What offers were received?
9. (a) Has anyone made an appraisal of this property within the last five years? ..... ☐ Yes ☑ No
   (b) If yes, when and for what purpose?
   (c) What was the appraised value?
10. Please list the name(s) of Board of Review member(s) you are requesting to be removed from your hearing. NOTE: This section does not apply in first or second class cities. None
11. Please provide a reasonable estimate of the length of time that the hearing will take ½ hr.

Owner's or Agent's Signature	Date
Fernando Riveron	9/18/15

PA-115A (R. 1-12) Wisconsin Department of Revenue

Rec'd @ 9:59 AM 9/21/15

BOARD OF REVIEW

Time and Place: Tuesday, September 22, 2015 @ 9:30 a.m., in the Council Chambers at City Hall.
Members Present: Russ Tonelli, Carmen Siegel (C), Dennis Nicholiason, Gary Klingbeil (alt)
Others Present: Nan Giese, Rick Rubow, Anne Jacobson, Toni Rayala

In accordance with Chapter 19, Wisconsin Stats., Notice of this meeting was posted in three public buildings (City Hall, County Courthouse and Public Library) and faxed to the Daily Herald in the proper manner. It was noted a quorum was present and the meeting was called to order by Chairperson Carmen Siegel at 9:40 am.

Motion by Siegel, second by Klingbeil to accept the objection of Fernando and Heidi Riveron, PIN# 291-2908-254-0289, 1010 Franklin Street. Roll call vote: Siegel-yes, Tonelli-yes, Klingbeil-yes, Nicoliasen-yes. Motion passed unanimously. Objection form accepted.

BOARD OF REVIEW

Time and Place: Thursday, October 1, 2015 @ 9:00 a.m. in the Council Chambers at City Hall.
Members Present: Russ Tonelli, Carmen Siegel (C), Gary Klingbeil (alt)
Others Present: Nan Giese, Rick Rubow, Toni Rayala, Robert Mayer, Jeremy Ray, Anne Jacobson, Shane VanderWaal via phone

In accordance with Chapter 19, Wisconsin Stats., Notice of this meeting was posted in three public buildings (City Hall, County Courthouse and Public Library) and faxed to the Daily Herald in the proper manner. It was noted a quorum was present and the meeting was called to order by Chairperson Carmen Siegel at 9:00 am.

3) HEAR OBJECTIONS SCHEDULED:

9:45 am Hearing RE: Fernado & Heidi Riveron: PIN# 29I-2907-254-0289, 1010 Franklin Street, Wausau, WI 54403. Siegel introduced the objection of Fernado and Heidi Riveron for property at 1010 Franklin Street. The following individuals present were sworn in: Fernado and Heidi Riveron. City Assessor: Nanette Giese, Property Appraisers: Rick Rubow, Kristeen Quale, remained under oath. Testimony was taken by both parties. Three exhibits were placed on file on behalf of the objector. One exhibit was placed on file on behalf of the assessor. Board deliberated on the testimony and made the following determination.

(VanderWaal joined the hearing to advise the Board of Review via telephone).

Motion by Siegel that the assessor's valuation is incorrect and the full value of the property based on the improvements should be $816,000, by adding the sale value of $798,000 plus value for the fireplace: ($753,700 for improvement and $62,300 for land value). Motion died due to a lack of a second.

Motion by Tonelli, second by Klingbeil pursuant to Section 70.47(9)(a) of Wisconsin Statutes, the Board of Review, by majority and roll call vote hereby determine the assessor's valuation incorrect and the full value of the property and improvement(s) is $870,000: the land value at $62,300 stays the same, and the improvement value is adjusted from $876,200 to $807,700. Roll Call Vote: Tonelli-aye, Klingbiel-aye, Siegel-aye. Motion carried 3-0.

DEC 18 2015

City of Wausau
11/25/2015
Assessors office
Wausau, Wi. 54403

CC: Atty
Assessor
BOR File

Dear Sirs,

With regard to the property at 1010 Franklin, Wausau, Wisconsin, parcel # 291-2908-254-0289, we wish to file a claim for excessive assessment. We presented the case for an erroneous assessment before the City's Board of Review on 10/01/2015 and wish to appeal their decision.

On 2/28/2014 we purchased the property via an arm's length transaction for $797,975.00. The seller's agent was Gizo Ujarmeli of the Gem Team / Coldwell Banker Realtors. Our agent was Mitchell Viegut, an independent broker. We paid realtor fees as applicable upon the sale. This was a full price open market sale with the existing market conditions setting the value of the property. We also presented the examples of comparable properties in the East side district of the City, an area with older historic homes where prices per square foot have been perennially depressed. Average sales prices are 68 dollars per square foot. Larger homes often sell for less than this because of their undesirable size).

We contested the assessment of $938,500 for 2015 based upon the obvious facts that are applicable to the laws that dictate assessment value
1. This was a legitimate arms length transaction.
2. The sale was conforming. Larger homes in our area are selling for about 50-68 dollars per square foot. We paid about 100 dollars per square foot.

At the hearing the Assessors erroneously made the case against this recent open market sale as setting the actual value of the home. First they claimed that this was not a legitimate arms length transaction. We proved that it was indeed. However, the assessors wanted to arbitrarily deny us this protection of the Markarian Hierarchy and consulted with attorney Sean Vanderwall. He could see no reason why this was not a legitimate arms length sale. Not to be dissuaded from their goal of throwing out the first rule of the Markarian Hierarchy the assessor ,Nan Giese , persisted. She quickly chose to switch tactics and claim that our sale was "nonconforming".

We do know quite a few details regarding the sale of three large comparable homes in our neighborhood. All were clearly legitimate arms length, conforming sales yet the assessors office chose to say that they were not conforming nor arms length transactions. All of the sales that would have once again provided evidence of assessment value in our area were all conveniently thrown out. Comparable recent sales in the East Hill area have been as follows (price per square

foot) $49.89, $49.50, $74.95, $75.78, and $93.08. It is worth noting that the most comparable home sold in our area were deemed either nonconforming, or not an arms length transactions.

The homes in the East Hill area of Wausau have sold at depressed prices for over a decade because of the high cost of maintaining homes nearly a hundred years old. This area has been encroached upon by less desirable properties and a recent increase in crime. Our property is on Franklin Street, a main street that has significant traffic and limits privacy. All these are factors that decrease the market price/value of a residential property. Further, the carrying cost in the area (in part because of the high tax rate) has made these homes less desirable than the newer homes of comparable square footage in other parts of town. The assessors miscalculated the square footage of our home at 8,975 whereas the listed square footage is 8,160. The previous owners had contested this and had the assessors' office re-measure in their presence to arrive at the 8,160 figure. The above grade square footage is 6,181. If one used the assessors erroneous square footage, the sale price our property would be at a more than comparable $88.91/sq. foot. However, using the accurate square footage, the price per square foot is $97.80.

We respectfully disagree with the Assessors who have chosen to ignore section 70.32(1) of the Wisconsin Statutes, which requires an assessor to value real property at the "full value" that ordinarily could be obtained by a private sale. They ignored the testimony and contractual proof that the transaction was indeed at arms length in an open market and case law defining such. Secondly, they disregarded real comparable recent sales as well as historical data for this particular part of town. They fallaciously selected "comparable" sales that were in demographically different parts of our community. The Department of Revenue Wisconsin Property Assessment Manual states that it is erroneous to assess property using the third level "when the market value has been established by a fair sale of the property in question or like property".

During the hearing we learned that the assessors felt justified in their apparent increased value because supposedly:

1. We had added a bedroom and bathroom (we had not).
2. We had spent money on renovations ...they claimed 60,000.00 without substantiation. There had been only maintenance repairs done. We did add a fireplace insert and framing at a cost of $8,000.00 during the following tax year. No improvements were made at all in the 2014 tax year. Rotting wood all over the outside was repaired. Every year we will need to tackle this problem of continued repair.

We appealed the excessive assessment before the Board of Review and found the process to be unfair. We presumed that adherence to statute and principles of fairness would guide the deliberation of these elected officials. We unfortunately encountered an adversarial tone and a desire to distort truth to reach a desired valuation almost $200,000 above the recent sale price. During the hearing the city Attorney, Mr. VanDerwaal, seemed perplexed as to why the assessors felt that the recent sale price did not establish the market value. The assessor seemed to go through rhetorical machinations to justify the application of different tiers of valuation and not just use the recent sale price. The purpose of Statute is to remove ambivalence and subjectivity from the process to avoid partiality or agenda- driven interpretations that could lead to the

arbitrary exercise of power. We respectfully request your re-evaluation of this excessive assessment and the inappropriate application of Wisconsin Statute 70.32(1). We remain confident in the process and the ability of a citizen to demand fair and equitable application of the law.

Sincerely,

Fernando and Heidi Riveron
1010 Franklin
Wausau, Wisconsin 54403
(715) 581-4072

to take final action on the claim within 90 days after the claim is filed.

(b) The taxation district shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.

(c) If the governing body of the taxation district determines that an unlawful tax has been paid and that the claim for recovery of the unlawful tax has complied with all legal requirements, the governing body shall allow the claim. The taxation district treasurer shall pay the claim not later than 90 days after the claim is allowed.

(d) If the taxation district disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by certified or registered mail that the claim is disallowed.

(4) INTEREST. The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest computed from the date of filing the claim against the taxation district, at the rate of 0.8% per month.

(5) LIMITATIONS ON BRINGING CLAIMS. (a) Except as provided under par. (b), a claim under this section shall be filed by January 31 of the year in which the tax is payable.

(b) A claim under this section for recovery of taxes paid to the wrong taxation district shall be filed within 2 years after the last date specified for timely payment of the tax under s. 74.11, 74.12 or 74.87.

(c) No claim may be filed or maintained under this section unless the tax for which the claim is filed, or any authorized installment payment of the tax, is timely paid under s. 74.11, 74.12 or 74.87.

(d) No claim may be made under this section based on the contention that the tax was unlawful because the property is exempt from taxation under s. 70.11 (21) or (27).

(6) COMPENSATION FOR TAXATION DISTRICT. If taxes are refunded under sub. (3), the governing body of the taxation district may proceed under s. 74.41.

History: 1987 a. 378; 1989 a. 104; 1991 a. 39; 1997 a. 237; 2007 a. 19.

This section only authorizes courts to determine whether a taxpayer is exempt from taxes already paid, not taxes that might be assessed in the future. Tax exempt status, once granted, is not automatic. It is subject to continuing review, a notion inconsistent with a declaration that property is exempt from future property taxes. Northwest Wisconsin Community Services Agency, Inc. v. City of Montreal, 2010 WI App 119, 328 Wis. 2d 760, 789 N.W.2d 392, 09–2568.

74.37 Claim on excessive assessment. (1) DEFINITION. In this section, a "claim for an excessive assessment" or an "action for an excessive assessment" means a claim or action, respectively, by an aggrieved person to recover that amount of general property tax imposed because the assessment of property was excessive.

(2) CLAIM. (a) A claim for an excessive assessment may be filed against the taxation district, or the county that has a county assessor system, which collected the tax.

(b) A claim filed under this section shall meet all of the following conditions:

1. Be in writing.
2. State the alleged circumstances giving rise to the claim.
3. State as accurately as possible the amount of the claim.
4. Be signed by the claimant or his or her agent.
5. Be served on the clerk of the taxation district, or the clerk of the county that has a county assessor system, in the manner prescribed in s. 801.11 (4) by January 31 of the year in which the tax based upon the contested assessment is payable.

(3) ACTION ON CLAIM. (a) In this subsection, to "disallow" a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.

(b) The taxation district or county that has a county assessor system shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.

(c) If the governing body of the taxation district or county that has a county assessor system determines that a tax has been paid which was based on an excessive assessment, and that the claim for an excessive assessment has complied with all legal requirements, the governing body shall allow the claim. The taxation district or county treasurer shall pay the claim not later than 90 days after the claim is allowed.

(d) If the taxation district or county disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by registered or certified mail that the claim is disallowed.

(4) CONDITIONS. (a) No claim or action for an excessive assessment may be brought under this section unless the procedures for objecting to assessments under s. 70.47, except under s. 70.47 (13), have been complied with. This paragraph does not apply if notice under s. 70.365 was not given.

(b) No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or any authorized installment of the tax, is timely paid under s. 74.11 or 74.12.

(c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. 70.47 (7) (c), (13), or (16) (c) or 70.85. No assessment may be contested under s. 70.47 (7) (c), (13), or (16) (c) or 70.85 if a claim is brought and maintained under this section based on the same assessment.

NOTE: The supreme court in *Metropolitan Associates v. City of Milwaukee*, 2011 WI 20, held the amendment of par. (c) by 2007 Wis. Act 86 to be unconstitutional and severed from the remainder of the statute. Prior to the amendment by Act 86, par. (c) read:

(c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. 70.47 (13) or 70.85. No assessment may be contested under s. 70.47 (13) or 70.85 if a claim is brought and maintained under this section based on the same assessment.

(d) No claim or action for an excessive assessment may be brought or maintained under this section if the taxation district in which the property is located enacts an ordinance under s. 70.47 (7) (c) or if the 1st class city in which the property is located enacts an ordinance under s. 70.47 (16) (c), except that this paragraph does not apply if the taxation district or the 1st class city did not comply with s. 70.365.

NOTE: The supreme court in *Metropolitan Associates v. City of Milwaukee*, 2011 WI 20, held the creation of par. (d) by 2007 Wis. Act 86 to be unconstitutional and severed from the remainder of the statute.

(5) INTEREST. The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest at the average annual discount rate determined by the last auction of 6–month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid.

(6) EXCEPTION. This section does not apply in counties with a population of 500,000 or more.

NOTE: The supreme court in *Nankin v. Village of Shorewood*, 2001 WI 92, 245 Wis. 2d 86, 630 N.W.2d 141, held sub. (6) to be unconstitutional and severed from the remainder of the statute.

(7) COMPENSATION. If taxes are refunded under sub. (3), the governing body of the taxation district or county that has a county assessor system may proceed under s. 74.41.

History: 1987 a. 378; 1989 a. 104; 1993 a. 292; 1995 a. 408; 2007 a. 86.

Sections 70.47 (13), 70.85, and 74.37 provide the exclusive method to challenge a municipality's bases for assessment of individual parcels. All require appeal to the board of review prior to court action. There is no alternative procedure to challenge an assessment's compliance with the uniformity clause. Hermann v. Town of Delavan, 215 Wis. 2d 370, 572 N.W.2d 855 (1998), 96–0171.

Sub. (6) is unconstitutional and severed from the remainder of the section. Nankin v. Village of Shorewood, 2001 WI 92, 245 Wis. 2d 86, 630 N.W.2d 141, 99–1058.

DEC 18 2015

Tax payment receipt.

City of Wausau
Customer Service Department
407 Grant St.
Wausau, WI 54403
715-261-6620

Estate Tax Bill
1x 0.00 0.00

Number: 29129072540289
Year: 2015
Option: Full Payment
Amount: $0.00

Taxes Prepaid
1x 22,053.86
22,053.86

Subtotal: 22,053.86
Total: 22,053.86

Check 22,053.86
Number : 3780

12/18/2015 12:29
#110 9125 /5/1
********** DUPLICATE #001 **********

12/18/2015 12:30
All returned checks are subject to a
NSF fee.

~ Thank You ~

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

RESOLUTION OF FINANCE COMMITTEE	
Approving Extension or Renewal of City Cellphone Contract Committee Action: Approved 4-1 Fiscal Impact:	
File Number: 14-1009	**Date Introduced:** October 14, 2014

RESOLUTION

WHEREAS, a two-year cellphone contract was entered into with New Cell, Inc. ("Cellcom") on July 25, 2011, for staff of the police department; and

WHEREAS, ultimately all departments' plans were added to this contract over the course of 2011; and

WHEREAS, equipment needs replacement and upgrading and there is an urgency for entering into a contract; and

WHEREAS, your Finance Committee recommends entering into a two-year contract due to the significant savings when compared to a one-year contract.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a two-year contract for the lease of city cellphones with Cellcom, attached hereto, and staff is directed to solicit proposals upon its expiration, unless the purchasing policy has been amended in the interim in a manner allowing a renewal.

Approved:

James E. Tipple, Mayor

WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT (hereinafter, the "Agreement") is made, entered into, and effective this 15th day of OCTOBER 2014, by and between **NEW CELL, INC.**, a Wisconsin corporation (doing business as and hereinafter referred to as "Cellcom"), and City of Wausau, (hereinafter, "Customer").

Provision Of Telecommunications Services and Related Equipment

1.A. Services. Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service accounts (hereinafter, an "Account" or "Accounts") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 105 Accounts (the "Account Minimum") on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Master Service Agreement in the form attached as Exhibit B; and this Master Service Agreement shall also govern the availability of the services on each Account.

1.B. Additional Features. Customer may add additional features to any or all Accounts, with the additional charges for such additional features set forth on Exhibit A.

1.C. Account Allowance. Customer shall receive the current promotional pricing (or LG Fluid @ $.01 each) at time of purchase when purchased through a Cellcom direct sales representative during the Initial Term of this Agreement.

1.D. Employee Discount Plan. Cellcom will make available to employees of Customer wireless telecommunications services upon the terms and conditions of Cellcom's then-current Employee Discount Plan. All employees are eligible to apply for the benefits provided pursuant to this paragraph upon the execution of Cellcom's Service Agreement, provided that such employee is a new Cellcom subscriber and that the home address of the employee is within the Cellcom Service Area. The employee must agree to be and remain financially responsible for all charges incurred pursuant to such Service Agreement. Cellcom reserves the sole and exclusive right to limit, deny, or terminate service to any applicant or employee hereunder. Cellcom may terminate these benefits for any employee who, during the term of this Agreement, ceases to be an employee of Customer. In addition, Cellcom may terminate these benefits upon the expiration or termination of this Agreement.

Rates and Charges

2.A. Monthly Service Charges. Each Account maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

2.B. Additional Air Time and Roaming Charges. Each Account maintained by Customer pursuant to this Agreement shall include the allotment of "free" air time for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for each minute of air time utilized in excess of such allotment for each Account, with each Account considered individually for these purposes. Additionally, Customer shall incur additional roaming charges per minute for each minute of air time utilized outside the "home" area identified in Exhibit A.

2.C. Payment. Cellcom shall invoice Customer for the aggregated total of the monthly service, additional air time, roaming charges and additional equipment expenses incurred by all Accounts maintained by Customer pursuant to this Agreement; and Customer shall pay each such invoice within thirty (30) days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1½%, or the highest amount allowed by law, whichever is lower.

Term, Renewal and Termination

3.A. Initial Term. The Initial Term of this Agreement shall be two (2) years, commencing on the date first written above and ending on the second (2nd) anniversary thereof.

3.B. Renewal Terms. Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive two-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

3.C. Termination. This Agreement may be terminated prior to the end of the Initial or then-current Renewal Term as follows:

3.C.1. Automatic Termination. This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of the creditors; or (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within ninety (90) days of commencement.

3.C.2. Default. In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be ten (10) days for a monetary default and thirty (30) days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

3.D. Early Termination of Accounts and Effect of Non-Renewal of Agreement.

3.D.1. Termination of Accounts. Customer may, at any time during the Term of this Agreement, terminate one or more Accounts maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom advance written notice of such termination. In the event any such termination causes Customer to thereafter maintain fewer active Accounts than the Account Minimum, Customer must also pay to Cellcom a "Termination Fee" for each terminated Account below the Account Minimum. The Termination Fee shall be payable at the time Customer delivers its notice of termination, and shall be determined by reference to the devices activated on the terminated Account(s) falling below the Account Minimum.

(i) For each standard device activated on the terminated Account(s), the Termination Fee shall include One Hundred Seventy-Five Dollars ($175.00), which amount shall be reduced by Five Dollars ($5.00) for each completed month of the term of this Agreement; and

(ii) for each "Smart Phone" activated on the terminated Account(s), the Termination Fee shall include Three Hundred Fifty Dollars ($350.00), which amount shall be reduced by Ten Dollars ($10.00) for each completed month of the term of this Agreement.

Notwithstanding any such termination of one or more Accounts, this Agreement shall remain in effect as to all other Accounts maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the account allowance provided to Customer based on the number of remaining Accounts and the remaining time left in the then-current Term.

3.D.2. Effect of Non-Renewal of Agreement. In the event Customer does not renew this Agreement for at least one Renewal Term, Customer shall pay to Cellcom One Hundred Seventy-Five Dollars ($175.00) for each standard device and Three Hundred Fifty Dollars ($350.00) for each "Smart Phone" activated within the final ninety (90) days of the Initial Term. Upon the expiration of the Term, whether following an Initial Term or one or more Renewal Terms, Customer may maintain Accounts established pursuant to this Agreement on a month-to-month basis thereafter; provided, however, the terms and conditions (including rates and charges) applicable to all such Accounts shall be determined by reference to Cellcom's then-current rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

Miscellaneous

4.A. Entire Agreement. This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.

4.B. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.

4.C. Notices. All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage pre-paid, and addressed as follows:

If to Cellcom:

New-Cell
d/b/a Cellcom
1580 Mid-Valley Drive
DePere, WI 54115

If to Customer:

City of Wausau
407 Grant St.
Wausau, WI 54403

IN WITNESS WHEREOF, Cellcom and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

NEW CELL, INC.

By: _____

_____ Its _____

CUSTOMER

By: James E. Tipple

MAYOR Its _____

10/15/14

EXHIBIT A

Rate Plan and Account Features

Accessory Discount:

Accessories purchased through a Cellcom direct sales representative will receive a 50% discount up to $15 off the retail price. The discount does not apply to Apple branded accessories.

EXHIBIT B

Master Service Agreement

CELLULAR TELEPHONE EQUIPMENT AND SERVICE AGREEMENT

THIS AGREEMENT for Cellular Telephone Service ("Services") and/or Cellular Telephone Equipment ("Equipment") is between New-Cell, Inc., a Wisconsin corporation with its principal place of business at 1580 Mid Valley Drive, PO BOX 5370, De Pere, Wisconsin 54115 (d/b/a and hereinafter referred to as "Cellcom"), and the party whose name(s) appear on the reverse side hereof (the "Customer").

1. EFFECTIVE DATES.

This Agreement shall become effective ten (10) days after Cellcom receives a copy of this Agreement signed by Customer, unless Cellcom, in its sole discretion and prior to the expiration of this ten (10)-day period, delivers written notice to Customer of Cellcom's rejection of this Agreement. Upon such rejection, this Agreement shall be of no force and/or effect; and Customer shall be required to return to Cellcom all Equipment and/or goods supplied hereunder and to pay Cellcom for any Service provided to Customer prior to the rejection.

2. EQUIPMENT AND SERVICES.

A. Equipment. Delivery of the Equipment ordered hereunder shall be made in a reasonable length of time. Cellcom is not responsible for loss or expense arising from delays in delivery thereof attributable to matters outside its direct control. If Customer is dissatisfied with the quality or quantity of the goods received, Customer shall make Customer's objections thereto in writing and mail by certified or registered, return receipt requested mail, addressed to Cellcom at its address as set forth above, within thirty (30) days of delivery of such Equipment. Absent provision of such notice of dissatisfaction by Customer, Customer hereby agrees and acknowledges that the quantity and quality of the goods provided by Cellcom conform to terms of this Agreement and are satisfactory.

B. Services. Services hereunder shall only be available to cellular telephone units properly equipped and installed to accept such Services. Such Services will only be available to such units when those units are within the range of the cell sites located in Cellcom's service area. Such Services are also subject to transmission limitations caused by atmospheric or geographic conditions. The Services may be temporarily refused or limited because of the cellular system's capacity limitations. Services to any or all customers may be temporarily interrupted or curtailed, without notice, due to Equipment modifications, upgrades, relocations, repairs or similar activities necessary for the proper or improved operations of the system.

C. Common Provisions. Each financially responsible individual, business, or entity identified on the front side hereof shall be jointly and severally responsible for payment of all Equipment purchase charges, all service charges and all toll charges recorded to Customer's access number. A service charge is made for each use of the cellular system, whether the call is incoming or outgoing and whether made in or out of Cellcom's service area. Neither the Equipment nor the Services shall be used by Customer for any purpose that is in violation of federal, state or local law, nor shall the same be used in such manner as to unreasonably interfere with the use of the Services by one or more other customers.

3. LIABILITY DISCLAIMER AND INDEMNIFICATION.

A. EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS NEITHER THE MANUFACTURER NOR THE AGENT OF THE MANUFACTURER OF THE EQUIPMENT PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND REGARDING THE EQUIPMENT AND THAT CELLCOM DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL CELLCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED IN WHOLE OR IN PART BY AN EQUIPMENT MALFUNCTION OR FAILURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EQUIPMENT REPAIRS. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS UNDER NO DUTY OR OBLIGATION TO PERFORM ANY SERVICE, MAINTENANCE, OR REPAIR (COLLECTIVELY, "REPAIRS") OF THE EQUIPMENT PROVIDED HEREUNDER. NOR DOES THIS AGREEMENT CREATE SUCH A DUTY OR OBLIGATION. NOTWITHSTANDING, CELLCOM MAY PERFORM SUCH REPAIRS AT CUSTOMER'S REQUEST AND PURSUANT TO THE TERMS AND CONDITIONS OF AN AGREEMENT FOR SUCH REPAIRS. IN THE EVENT CELLCOM PERFORMS SUCH REPAIRS, AND NOTWITHSTANDING THE TERMS OR CONDITIONS OF SUCH SUBSEQUENT AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM'S LIABILITY, AND CUSTOMER'S SOLE REMEDY FOR ANY DEFECTS IN REPAIRS PERFORMED BY CELLCOM SHALL BE LIMITED TO THE COST OF SUCH REPAIRS; AND, UNDER NO CIRCUMSTANCES, SHALL CELLCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, CELLCOM WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR EXPENSES RESULTING, IN WHOLE OR IN PART, FROM CUSTOMER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE. IN ADDITION, THE WARRANTIES SPECIFIED HEREIN SHALL NOT APPLY TO ANY EQUIPMENT THAT HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN CELLCOM OR THE MANUFACTURER OF SUCH EQUIPMENT, OR TO ANY EQUIPMENT NOT OPERATED IN ACCORDANCE WITH THE MANUFACTURER'S OR CELLCOM'S DIRECTIONS REGARDING SUCH USE.

C. ADDITIONAL LIMITATIONS. It is further specifically agreed as to the Equipment and Services provided hereunder that Cellcom shall NOT be liable to Customer or any other party for:
1) Any injury to person or damage to property resulting from any negligent or unintentional acts or omissions of Cellcom, its employees, agents or others.
2) Any damage or loss by Customer as a result of any partial or complete interruption in the operation of its business or for any failure of any of its goods, products or Services.
3) Any direct, indirect, special, incidental or consequential damages of any kind sustained by Customer or any other person or entity for any failure of Customer's Equipment, for the inability of Cellcom to promptly or properly repair Customer's Equipment, for any interruption of any Service now or hereafter provided by Cellcom or for the loss of any transmission or the information contained therein.

D. INDEMNIFICATION. Customer agrees to indemnify and hold Cellcom harmless from all claims, actions, suits, demands and judgments, including actual attorney's fees and costs, which Cellcom may incur in defending itself against any of the aforesaid arising from Customer's use or possession of other relationship to the Equipment, goods or Services supplied, worked on, or provided by Cellcom or its employees, agents or designers, including, but not limited to, any expenses arising from actions brought under the Occupational Safety and Health Act or other governmental regulations or laws.

4. TERMINATION OF SERVICE.

A. Customer may terminate this Agreement prior to the expiration of the Agreement term specified on the reverse side hereof by delivering written notice to Cellcom of Customer's intention to terminate this Agreement and the effective date of such termination (which shall be no less than ten (10) business days after Cellcom's receipt of Customer's notice). Notwithstanding any such termination, Customer shall be responsible for payment of all outstanding charges on Customer's account at the time of such termination and shall pay to Cellcom a "Service Cancellation Charge" prior to the effective date of Customer's termination. If Customer obtained a "Smart Phone" for use on Customer's account, the Service Cancellation Charge shall be Three Hundred and Fifty Dollars ($350.00), reduced by Ten Dollars ($10.00) per month for each completed month of the term of this Agreement. If Customer obtained a standard device for use on Customer's account, the Service Cancellation Charge shall be One Hundred Seventy-Five Dollars ($175.00), reduced by Five Dollars ($5.00) for each completed month of the term of this Agreement. Customer acknowledges and agrees that Cellcom will suffer damages as a result of Customer's early termination of this Agreement and that the Service Cancellation Charge is a reasonable estimation of these damages and shall be construed as liquidated damages, and not a penalty.

B. Cellcom may, after giving prior written notice to Customer, terminate or temporarily discontinue or restrict Customer's Service if: (1) Customer fails to pay any charge due or otherwise violates any term of this Agreement; (2) Customer fails to maintain a billing address within Cellcom's licensed market; or (3) Customer utilizes less than fifty percent (50%) of Customer's overall minutes of airtime within Cellcom's licensed market during any three (3)-month period during the term of this Agreement. In addition, Cellcom may discontinue Customer's Service without prior notice if: (4) Customer's Service is reasonably suspected of being used in an illegal or other manner that causes or is likely to cause any form of harm to Cellcom or any other person; or (5) Customer commits or assists a third party in committing cellular or subscriber fraud. "Cellular fraud" is defined as the unauthorized use, tampering, or manipulation of a wireless phone or service and specifically includes acts of cloning (i.e., the manipulation of wireless phones to reprogram the phone to transmit the electronic serial number and telephone number belonging to another phone). "Subscriber fraud" is defined as the initialization or use of wireless services using fraudulently obtained customer information or false identification.

C. In the event Cellcom, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement, and Cellcom prevails in such efforts, Customer shall be responsible to reimburse Cellcom for all costs and expenses, including actual attorneys' fees, incurred by Cellcom relative to such efforts, unless otherwise precluded by law. Further, in the event such litigation or collection effort arises from, or results in, the termination of this Agreement prior to the expiration of its term, Customer shall be liable to Cellcom for the Service Cancellation Charge (in addition to all outstanding charges on Customer's account at the time of such termination).

D. The term of this Agreement shall be tolled, and its expiration date extended, for any periods during which Customer's Service is suspended due to nonpayment or other violations of the terms of this Agreement by Customer. Upon Customer's cure of such violation, Cellcom may, acting in its sole discretion, reactivate Customer's Service and shall be entitled to charge Customer a reasonable reactivation fee.

5. ACCESS NUMBER.

A. Cellcom reserves the right, in its sole discretion, to change Customer's access number upon notice to the Customer. Customer acknowledges that Customer has no proprietary or ownership rights or interest in or to Customer's number(s), except as allowed for by law, and cannot acquire such rights or interest through usage, publication or otherwise.

B. Customer may request that Customer's access number(s) be transferred to or from another service provider within the same local geographic area.

C. If Customer transfers the access number(s) to Cellcom, all activation requirements and charges, including credit approval, apply. Customer remains liable for charges (including cancellation fees) incurred with a former service provider. If a transfer is unsuccessful and the request is cancelled, and Customer does not ask Cellcom to assign a new number, Customer shall be required to return to Cellcom all Equipment and/or goods supplied hereunder.

D. If Customer requests to transfer the access number(s) to another service provider, this request will be considered a notice of Customer's intention to terminate Service; and the terms of the Agreement set forth in the Termination of Service paragraphs will apply. Upon request, all amounts then owed to Cellcom (including the Service Cancellation Charge and any amounts that appear on the final invoice) shall become immediately due. If a transfer is unsuccessful for any reason, Customer's Service will not terminate, and Customer will continue to be responsible for all Service or other charges (not the Service Cancellation Charge).

E. When transferring access numbers to another service provider, voice mail, phone book or other Services will be lost.

F. Cellcom does not guarantee, in any way, that such access number transfers to or from Cellcom will be successful.

6. RATES AND CHARGES.

A. Customer acknowledges that it is responsible to pay to Cellcom all toll charges resulting from the use of the Service for calls, incoming or outgoing, either within or outside Cellcom's service area. Customer must also pay for all charges on calls billed to Customer's access number. Such charges are in addition to the charges for Service usage. Each partial minute of airtime shall be billed as a full minute unless otherwise noted for Customer's billing plan. Payment of the Service bill is due on the date when indicated on said bill. A balance which remains unpaid as of the next billing date shall accrue interest at the monthly rate of 1 1/2%, or the highest amount allowable by law, whichever is lower, from the original due date until such balance is paid in full.

B. Except as may be prohibited by law, Cellcom reserves the right to amend the terms and conditions of this Agreement, including, but not limited to, Customer's rate plan and rates charged to Customer under applicable rate plans, upon notice to Customer and the expiration of a thirty (30)-day objection period afforded to Customer. If, after receiving any such notice from Cellcom, Customer desires to terminate this Agreement due to the proposed amendment(s), Customer shall, within thirty (30) days of receipt of Cellcom's notice, deliver written notice of termination to Cellcom; and this Agreement and Customer's ability to utilize the Services shall terminate on the fifth (5th) day following Cellcom's receipt of Customer's notice of termination. Notwithstanding, if Customer utilizes the Services or makes payment to Cellcom therefor after Customer's receipt of Cellcom's notice, Customer shall be deemed to have agreed to Cellcom's proposed amendment(s) and shall not thereafter have any right to terminate this Agreement due to such amendment(s).

C. There may be added to any charges incurred by Customer amounts equal to any industry-wide surcharges and/or fees and any surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, ad valorem, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, or with respect to services provided to customers, excepting only taxes on the income of Cellcom. In addition, there may be added to any charges, additional charges to reimburse Cellcom for its reasonable and necessary costs and expenses incurred in maintaining compliance with regulatory requirements imposed by any local, state, or federal government or governmental agency having jurisdiction over Cellcom.

D. In the event Customer accesses or uses Cellcom's text or data services, Customer shall be responsible for all charges and the prompt payment of these services regardless of who initiates the activity or whether the Customer's Equipment actually received the data. This includes, but is not limited to, the amount of data associated with a particular service (games, ringtones, screen savers, picture messaging etc.), additional data usage in accessing, transporting and routing this service on Cellcom's network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. The charges for Customer's access to or use of the text or data services shall be in addition to any charges specified in Customer's rate plan. Text and data usage may be charged against a feature package or on a fixed price per unit. Customer may not utilize airtime or any other benefit specified in Customer's rate plan as payment or credit towards Customer's access to or utilization of Cellcom's text or data services. Downloads cannot be transferred if phone is returned, upgraded or exchanged or lost. Estimates of data usage may not be an accurate predicator of actual usage. Data usage is measured and billed in kilobyte increments. Partial kilobyte increments of use will be rounded to the next full kilobyte. Unused kilobytes may not be carried over to subsequent monthly billing cycles. Customer may not receive voice calls while using data services. Customer may have access to "Premium Services" that are available for an additional charge (e.g., games, ringtones, screen savers and other items). Customer will be billed for Premium Service purchases based on the charges as specified at purchase. Subject to the terms of the content purchased, Cellcom may delete premium and non-premium items downloaded to any storage areas Cellcom may provide, including any pictures, games and other content. We may limit the amount of Premium Services you may purchase in a specific timeframe (month, week, day or other period). We may terminate services without notice for any misuse. Customer's access to, and use of, Cellcom's text and data services is further governed by Cellcom's "Data Acceptable Use Policy" which can be found at www.cellcom.com/AUP. Among other things, the Data Acceptable Use Policy provides that Cellcom may terminate Customer's access or use of Cellcom's text or data services at any time and without notice to Customer in the event Customer violates any term or condition of the Data Acceptable Use Policy.

E. When Customer provides a check as payment, Customer authorizes Cellcom to make a one-time electronic funds transfer from Customer's account. Therefore, funds may be withdrawn from Customer's account on the same day Customer's payment is received. Customer will not receive Customer's check back from Customer's financial institution.

7. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. This instrument, together with all attachments and any other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom. The acceptance by Cellcom of any payment after it shall become due shall not constitute or be construed as a waiver of any or all of Cellcom's rights hereunder.

B. Assignment and Interpretation. This instrument shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto; provided, however, that Customer may not assign this Agreement, or any or all rights or obligations hereunder, to any third party without the prior written consent of Cellcom. The interpretation of this Agreement shall be subject to the laws of the State of Wisconsin.

C. Severability. The invalidity of any portion of any provision of this instrument shall not affect the validity of the remainder of the provisions hereof.

D. Service Fee. Customer will be billed monthly for Service pursuant to the terms of Cellcom's current Service price list for the one-year or two-year pricing package. Customer may change to other pricing plans available to existing customers, but the term of this Agreement will remain unchanged unless such term is otherwise extended under the terms of another pricing package selected by Customer.

E. Cellcom, in its sole discretion, may require Customer to provide a security deposit as a precondition to Service activation in an amount determined by Cellcom. Upon termination or expiration of this Agreement, Cellcom shall have the right to apply all or any part of the security deposit to the outstanding balance on Customer's account. If any surplus remains, such surplus shall be refunded to Customer. If Customer so requests, in a writing delivered prior to the expiration or termination of this Agreement, Cellcom shall refund the security deposit to Customer if the following conditions are met:
1.) Customer paid to Cellcom Customer's monthly invoices in a full and timely fashion in accordance with the terms of this Agreement and Cellcom's invoices for a period of not less than twelve (12) consecutive months; and
2.) Customer's most recent bill has likewise been paid in a full and timely fashion.
3.) Cellcom has received a verbal or written request for the refund. If Customer terminates service with Cellcom at any time, the deposit will be applied toward Customer's final bill. If any surplus remains, the balance will be refunded to Customer.

F. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen Equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost Equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification received by Cellcom before the date when payment for such charges is due.

G. Technology Enhancements. Cellcom reserves the right to change your wireless phone's

Item # 101415 **14-1009 Cellphone Contract** **10/14/2014 10:08:05 PM**

Motion by Nagle, second by Wagner to adopt a Resolution of the Finance Committee approving extension or renewal of city cellphone contract.

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

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

Human Resources Department
407 Grant Street · Wausau WI 54403
Phone 715-261-6630
email: Michael.loy@ci.wausau.wi.us
Michael S. Loy
Human Resources Director

POLICY

DATE:	January 3rd, 2012, Updated November 1st, 2013
TITLE:	Policy on the Use of Wireless Telecommunication Devices and Services
ISSUER:	Human Resources
COVERAGE:	All employees
AUTHORITY:	Initial Adoption by Common Council, Resolution File Number 11-1205 Amended prospectively by the Risk Management Committee
DURATION:	Indefinite, review in 2015
SYNOPSIS:	Uniform policy for issuance of City-paid wireless resources and approval process for authorized use and stipend for City business on personal wireless devices.

Policy Intent

The City of Wausau provides employees use and access to a variety of wireless telecommunication devices and access to data resources. These resources are provided in an effort to allow employees to be more efficient, productive and have information that is necessary to carry out their responsibilities as City employees. The guidelines, prohibitions and information established in this policy are meant to give departments and employees specific information regarding the intended use of wireless telecommunication equipment, as well as procedures related to their procurement and use. The objective of this policy is to offer consistent and convenient wireless telecommunication services to employees to fulfill City obligations while ensuring the cost-effective utilization of those devices and services.

The City Core Values and Customer Bill of Rights are applicable in the use of any communication device by an employee.

Eligibility

Eligibility is determined by job responsibilities. If eligible, an employee has the choice of requesting a City-issued device or utilizing a stipend for personal device use. Policies for City issued and personal telecommunication equipment and access are outlined below. Rules and regulations set forth in this policy must be adhered to. By assigning cellular phones to non-exempt employees, supervisors are responsible to instruct such employees on proper recording of work time. Official authorized use of City-issued cellular phones during regular non-duty hours that is more than a de minimis amount will constitute work time. The employee is responsible for recording work time. As general City policy, non-exempt employees shall not take City-issued wireless devices with them during non-work hours without authorization from the employee's Department Director.

Wireless device use and service will be terminated in the discretion of the City, including when no longer justified by business requirements or when the employee has demonstrated disregard for this policy as determined by the user's Department Director. Service termination, equipment and/or stipend revocation may occur at any time at the discretion of the City.

Wireless Device Options

There are two options to provide employees to Wireless Telecommunication Devices and Data Access.

- City-issued Wireless Devices and Service
- Employee stipends for routine use of a personal wireless device for City business

Request for Wireless Service

City-issued Wireless Devices and Service

To initiate service for a City-issued wireless device and service, the employee must complete the *Employee Request Form for City-Issued Device and Service.* This form must be authorized and signed by the Department Director with final approval from Human Resources. If approved, the City will provide a wireless device that meets the City's needs for the employee making the request. Requests can be made for voice, data (email), data (internet access), and/or SMS (text) messaging.

The City recognizes the importance of comparative shopping and the financial benefits derived from pooling minutes and bulk purchased wireless plans. Therefore the Finance Department shall coordinate all purchasing of City-issued devices and service. Purchasing arrangements outside of the City's contract by individual departments will not be allowed. If special needs or circumstances exist then Departments may use the stipend options.

Employee-Owned Wireless Phones

Department Directors may authorize an employee, whose use of a wireless device is determined as necessary to carry out job responsibilities, the ability to use their personal wireless devices/service for City business. To initiate service on a personal device, the employee must complete the *Employee Request Form for Wireless Telecommunication Service Stipend Form.* The Department Director will determine what services are necessary to carry out business purposes, and grant a monthly stipend as defined below. These requests will be reviewed by either the Human Resources Department or the Mayor. The Department Director and the reviewer should consider if the request improves efficiency, provides an enhanced ability to respond or communicate during an emergency, and enhances employee or public safety.

There are no guarantees that the City-County Information Technology (CCIT) can support data exchange on all devices. Therefore, it is the individual's responsibility to check with the CCITC prior to requesting a stipend for a wireless device. All personal devices used by employees must be approved by the IT Director.

Receiving a monthly stipend means the employee authorizes the release of his or her personal cell phone number to City employees and officers. The employee must maintain continued service while receiving the stipend. Failure to do so could result in disciplinary action and repayment of stipend payments paid during times when the service was not maintained or authorized. All service and billing issues on personal devices are the sole responsibility of the employee. The City will not be responsible for initiating or terminating personal cellular service. The City assumes no responsibility for the loss, theft or damage of a personal wireless device. Repair and replacement of the personal device is at the sole expense and discretion of the employee.

Monthly Stipend Levels for Employee-Owned Wireless Phones

1. Level One- $50 per month- Employees who are required to be available 24 hours a day 7 days a week per job description and who use their personal wireless device for City business more than 100 minutes per month and who are required to have access to City data and e-mail. Level One request must be approved by the Mayor.

2. Level Two - $10 per month- Employees who are required to be on-call and available, or who use their personal wireless device for City business less than 100 minutes per month.

Exclusions: Employees not required by their job duties to use wireless devices or services for City business but requesting telecommunication access will NOT be authorized to receive a monthly stipend.

Stipend payments will be prorated for all months when service is not continued for the full month. The employee receiving the stipend authorizes the City to obtain reimbursement from the employee through payroll deduction for any stipend paid that was not earned.

Personal Usage

Employees are to exercise the same discretion in using personal or City issued cell phones as they do for City office telephones. Personal use (incoming and outgoing calls, text messages, emails and/or internet usage) on all City wireless devices is limited to infrequent, incidental and emergency use. Flexibility may be provided in circumstances demanding immediate attention. Employees should have no expectation of privacy in any use of the phones. The City may audit the use and content of any device at any time and for any reason permitted by law. Phone bills and records may be reviewed by the Finance Department and Department Heads throughout the year. Any employee who exceeds his or her monthly-allotted minutes or package dollar amount shall be subject to an audit for a prior designated period to determine whether the level of the allotment or package is appropriate or for other reasons as permitted by law. Costs incurred by the City that are associated with non-business or personal use will result in appropriate corrective action including reimbursement to the City for such costs.

The Mayor, Department Directors, and other key employees who are required to be available 24 hours per day and seven days per week are exempted from the prohibition on personal use on City-issued equipment. If personal usage by these individuals on City-issued equipment results in the City incurring an expense it otherwise would not have incurred, then the individual will be required to reimburse the City for those costs. Approval for this exemption is made by the Mayor.

Expectation of Privacy

Using City equipment or receiving a monthly stipend for a personal device means the employee's personal cell phone number may become available to City employees and members of the public. The employee must provide a written statement authorizing the City to release a personal cell phone number as may be required by Wis. Stat. § 19.36(10)(a).

The City is required to comply with the Wisconsin Public Records Law, civil discovery requirements, and other laws that require the City to maintain records, disclose records, or preserve the confidentiality of records. All messages and data transmitted by or transferred to a City device or a personal wireless device and that qualifies as a record, document or other material for which the City has a legal responsibility under applicable law will be subject to record retention requirements of the City. Such messages and data shall be archived by the City on its own internal servers. Text messages sent and received and phone logs pertaining to City business will be retrieved from the employee's personal service provider if required for compliance with these laws. The employee must cooperate with the City to obtain these records, to maintain these records, and to consent to the release of these records, regardless of whether the employee receives a stipend.

City-Issued Wireless Devices

These resources are the property of the City of Wausau and therefore all data, communications and usage are subject to inspection and review. Employees should have no expectation of privacy with respect to their use of City-issued wireless resources.

Employee-Owned Wireless Devices

All work related activities that are performed on personal wireless devices are public records and subject to inspection and review and are subject to both public record laws and management requests. It is the employee's responsibility to provide records to the requestor which may require a record of incoming and outgoing calls. Exchange email is archived by the CCITC. Text messages (SMS) are not archived by CCITC. Employees should not have any expectation of privacy in these communications or use of their personal devices.

Employees who use their personal device or service for City business agree to, in exchange for being able to use their personal equipment in lieu of City-provided equipment, cooperate with and assist the City in obtaining records from the employee's service provider for legitimate City interests, including for purposes of public records law compliance, preserving records for litigation involving the City, or conducting an investigation.

Security and Remote Wiping

Employees are strongly encouraged to password protect wireless devices at all times. The City has the right to send a remote wipe whenever it is believed that the wireless device has been compromised or could be compromised and all information on the phone will be wiped out including photos, videos, emails, contacts and other stored information.

Loss, Theft, or Damage Notification Procedure

All City wireless devices damaged in the course of business must be reported to the employee's supervisor. Lost or stolen wireless devices used for City business must be reported immediately to the employee's supervisor. Employees may be financially responsible for the replacement if:

1. The equipment is lost or damaged while in the care of an employee as a result of the employee's negligence.

2. The equipment is not returned within 24 hours by an employee upon transfer, retirement or termination; or is found to be damaged upon its return.

3. The equipment is damaged due to failure to adhere to safety, maintenance, or operational policies.

The City assumes no responsibility for the loss, theft, or damage of a personal wireless device. Repair and replacement is at the sole expense and discretion of the user or owner of the personal device.

Restrictions/Prohibited Activities/Safety Issues

This policy is intended to comply with existing federal, state or local laws and regulations which may control the usage of a wireless device during the operation of vehicles on City business. Employees whose job responsibilities include regular or occasional driving or the operation of equipment are discouraged from using a cell phone while driving or operating equipment during work. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop before placing or accepting a call or using the device.

Use of picture phone technology or any other camera or recording device technology that may capture video or audio recordings or pictures, in restrooms, locker rooms, and fire department sleeping facilities is strictly prohibited. These tools may be used in the course of employment with the permission of the Department Director.

Wireless devices may not be used in violation of City policies, including to defame, harass, intimidate, or threaten any person.

Violations of Policy

Any employee found in violation of the policy will be subject to discipline up to and including termination of employment and may otherwise be subject to prosecution to the fullest extent permitted under the law.

This policy becomes effective (January 1st, 2012) and has been updated effective November 1st, 2013.

_____

James E. Tipple, Mayor

CITY OF WAUSAU
EMPLOYEE ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

Policy on the Use of Wireless Telecommunication Devices and Services

By signing below, I acknowledge that I have received a copy of the City of Wausau's Policy on the Use of Wireless Telecommunication Devices and Services. I also acknowledge that I have had the opportunity to read the policy and have any questions answered, and that I understand and will abide by the provisions contained in this policy. If I am receiving a stipend or using my wireless device for work-related purposes, then I authorize the release of my personal cell phone number pursuant to Wisconsin Stat. 19.36(10), which may include the release of this information to any employee or member of the public.

I agree to cooperate with the City to the fullest extent required by law for the City to fulfill any of its legal responsibilities regarding retention, maintenance, disclosure and nondisclosure of any record or other content contained on or made using my wireless device. I authorize and consent to the release of this information to the City and for the City's use and disclosure as permitted by law.

Signed: _____ Date: _____

Printed Name: _____

CITY OF WAUSAU

POLICY ON THE USE OF WIRELESS TELECOMMUNICATION DEVICES AND SERVICES

ADDENDUM FOR SMARTPHONE USE BY NON-EXEMPT EMPLOYEES AND EXEMPT EMPLOYEES ELIGIBLE FOR COMPENSATORY TIME

1) All smartphone use must be authorized and in compliance with the City of Wausau's Policy of the Use of Wireless Telecommunication Devices and Services.

2) Smartphones are not to be used off-duty unless authorized in advance by a supervisor in writing or in the case of an emergency.

3) Employees are not required to monitor phone calls, voicemails, or emails while off-duty unless specifically directed to perform such task by the employee's supervisor.

4) De minimis use for work-related purposes while off-duty is not considered compensable work time in cases such that there is practical administrative difficulty in recording such time and where the aggregate amount of time is generally less than three minutes.

4) Whenever off-duty use exceeds deminimis use, employees are required to record all such work time and immediately report it to their supervisor.

6) Employees are strictly prohibited from using their smartphone while operating a vehicle.

7) Any employee found in violation of this addendum will, at the discretion of the City, be subject to the suspension of any or all remote access privileges and discipline up to and including the possibility of termination of employment.

Employee Acknowledgement of Receipt and Understanding

By signing below, I acknowledge that I have received a copy of the Addendum for Smart Phone Use by Non-Exempt Employees and Exempt Employees Eligible for Compensatory Time. I also acknowledge that I have had the opportunity to read the policy and have any questions answered, and that I will understand and shall abide by the provisions contained in this policy.

Signed: _____ Date: _____

Printed Name: _____