



# OFFICIAL NOTICE AND AGENDA - REVISED

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

Meeting of: **FINANCE COMMITTEE**  
 Date/Time: **Tuesday, May 24, 2016 at 5:30-PM 5:15 PM**  
 Location: **City Hall, 2nd Floor Board Room**  
 Members: Karen Kellbach, Dave Nutting, Lisa Rasmussen, Joe Gehin, Dennis Smith

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

**Presenter**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1 Public Comment on matters appearing on the agenda.</li> <li>2 Minutes of previous meeting(s) (4/26/16)</li> <li>3 Discussion and possible action on the Bull Falls Brewery Subordination Request</li> <li>4 Discussion and possible action to authorize the short term lease of the newly acquired Schmidt property for agricultural uses</li> <li>5 Discussion and possible action regarding a \$10,000 budget modification for consulting services for developing a metro economic development strategy</li> <li>6 Consider request of the Marathon County Central Labor Council to offset the cost of insurance for the annual Labor Day Parade, September 5, 2016.</li> <li>7 Discussion and possible action on amendment to the Procurement Policy regarding the procurement of professional attorney services</li> <li>8 Discussion and possible action regarding the transfer of 146 W. Washington Street from the Community Development Authority to the City of Wausau</li> <li>9 Discussion and possible action regarding budget modification 2016 public infrastructure</li> <li>10 Continuation of the PowerPoint presentation regarding 2015 Pre-audit financial results all funds</li> <li>11 Discussion and possible action on accepting the appraisals for properties for the Thomas Street Reconstruction project:<br/>                     Parcel 36 - 910 West Thomas Street<br/>                     Parcel 57 - 510 &amp; 516 West Thomas Street<br/>                     Parcel 59 - 1037 &amp; 1039 South 5th Avenue<br/>                     Parcel 29 - 1040 South 10th Avenue (Review owner appraisal)<br/>                     Parcel 60 - 1040 South 4th Avenue (Counter Offer)</li> <li>12 Discussion on project performance since the March update and possible action regarding the contract between VGSI and City-County Information Technology Commission (CCITC) involving the purchase of assessment software</li> <li>13 <b>CLOSED SESSION</b> pursuant to Section 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved - regarding the contract between VGSI and City-County Information Technology Commission (CCITC)</li> <li>14 <b>CLOSED SESSION</b> pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session<br/>                     Accepting the appraisals for the following properties for the Thomas Street Reconstruction project:<br/>                     Parcel 36 - 910 West Thomas Street<br/>                     Parcel 57 - 510 &amp; 516 West Thomas Street<br/>                     Parcel 59 - 1037 &amp; 1039 South 5th Avenue<br/>                     Parcel 29 - 1040 South 10th Avenue (Review owner appraisal)<br/>                     Parcel 60 - 1040 South 4th Avenue (Counter Offer)</li> <li>15 <b>RECONVENE</b> into open session to take action on closed session item if necessary</li> </ol> | <p>Schock</p> <p>Schock</p> <p>Schock</p> <p>Jacobson</p> <p>Jacobson</p> <p>Lindman</p> <p>Lindman</p> <p>Lindman</p> |
|--|--|

Adjournment

Lisa Rasmussen 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](mailto: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 05/19/16 @ 11:00 AM

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.



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

## OFFICIAL NOTICE AND AGENDA

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### ADDENDUM

Meeting of: **FINANCE COMMITTEE**  
Date/Time: **Tuesday, May 24, 2016 at 5:15 PM**  
Location: **City Hall, 2nd Floor Board Room**  
Members: Karen Kellbach, Dave Nutting, Lisa Rasmussen, Joe Gehin, Dennis Smith

### ADDENDUM ITEM(S) FOR CONSIDERATION

- 16 Discussion and possible action regarding the transfer of a portion of 500 W. Randolph Street/1533 Summit Drive from the Wausau School District to the City of Wausau.

Lisa Rasmussen, Chair

This notice was posted at City Hall and emailed to the Wausau Daily Herald newsroom on 5/20/16 at 11:00 AM

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

**FINANCE COMMITTEE**

Date and Time: Tuesday, April 26, 2016 @ 5:00 pm., Council Chambers

Members Present: Rasmussen, Smith, Gehin, Kellbach, Nutting

Others Present: Mielke, Groat, Lindman, Jacobson, Mohelnitzky, Boers, Ray, Rubow, Werth, Gisselman, Neal, Wagner, Goede, Glenn Speich

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 the Deputy Clerk.

**Select Chair and Vice-Chair for 2016-2018 Term**

Kellbach nominated Lisa Rasmussen for Chair, seconded by Gehin. Rasmussen indicated she was willing to serve in this role. Motion carried unanimously. Rasmussen was selected as Chair of Finance Committee and was handed the gavel to preside over the meeting.

Kellbach nominated Joe Gehin for Vice-Chair, seconded by Nutting. Gehin indicated he was willing to serve. Motion carried unanimously. Gehin was selected as Vice-Chair of Finance Committee.

**Public Comment**

None.

**Establish Regular Meeting Date and Time for 2016-2018 Term**

Consensus was to keep the committee meetings on the second and fourth Tuesday of each month at 5:15 pm, in the Board Room, prior to Council meetings. Rasmussen noted they can always cancel the second meeting if not needed.

**Minutes of previous meeting(s). (3/22/2016)**

Motion by Nutting, second by Kellbach to approve the minutes of a previous meeting on 3/22/2016. Motion carried 5-0.

**Discussion and possible action on Budget Modification Radtke Point Project**

Groat explained the Council initially authorized engineering services for our share to look at the Radtke Point erosion control. The park is located within the City of Schofield, but is owned by the City of Wausau because of its relationship to the airport. The city is contributing \$55,200; Schofield is contributing \$55,200; and the county is contributing \$93,827 through their environmental fund. She stated the county requires that one of the municipal units be the fiscal agent for this project and because of our relationship with the Park Department it is easier for the city to be the fiscal agent. The expenses will show the grant coming in from the county and from Schofield, so we need to do a budget modification as a housekeeping item. She noted there is no net cash impact to the city.

Motion by Nutting, second by Gehin to approve the budget modification on Radtke Point Project. Motion carried 5-0.

**Discussion and possible action on Budget Modification for Merit and Compensation Plan Increases approved by the Human Resources Committee**

*Gehin indicated he would abstain from the discussion and voting because his son was an employee of the city.*

Groat stated the Pay for Performance Plan had not been developed yet when the budget was adopted so the Council authorized \$120,000 into a special compensation contingency fund to offset or fund the cost of any raises that would be given to staff that had not been anticipated in the budget. The HR Committee considered three adjustments: 1) a recommendation that all non-represented staff that had satisfactory performance would receive a 1.5% increase effective July 1, 2016 – one time cost \$59,593; 2) a compensation plan adjustment for street maintainers at Public Works, which has been losing employees to the private sector – one time cost \$16,066; and 3) provide increases for completion of new employee introductory period for those hired since 2014 that are satisfactory – one time cost \$13,892. She indicated they needed to make a budget modification to take the funds from the contingency account

and allocate them to the individual department accounts. Wagner noted there would be still be approximated \$21,000 left in the contingency fund.

Rasmussen noted the since those couple years that we had the salary freeze and while we were trying to figure out merit pay, new employees hired have not ever moved past the initial training wage. We are also losing DPW street maintainer employees trained by us to other municipalities which are paying more, so we need to bring that wage up to market rate. Wagner stated these were debated heavily in HR Committee and he encouraged Finance Committee to approve them.

Motion by Kellbach, second by Nutting to approve the budget modification for merit and compensation plan increases as recommended by HR Committee. Motion carried 4-0, with one abstention.

**Discussion and possible action to authorize the early termination of the McDevco 120 Scott Street land lease**

Groat stated the city had a land lease with McDevco for 120 Scott Street, which we were using as a parking lot. The Council approved the city's purchase of that property, so now that we own it we don't need to have the lease. She noted there is no fiscal impact in 2016 because our financial arrangement with McDevco was to pay the taxes in January, which we did.

Motion by Gehin, second by Smith to terminate the 120 Scott Street land lease with McDevco. Motion carried 5-0.

**Discussion and possible action regarding the sole source request for Field and Laboratory Testing - 2016 Projects**

Lindman explained for all of our projects we go out for testing services for concrete, density testing, etc. Last year we went out for RFP, but there typically is really only two bids that we get. He indicated AET can do all the testing that we require and some of the specialty testing as well. They haven't increased their price and the other company is close but has a trip charge.

Motion by Nutting, second by Gehin to approve the sole source for Field and Laboratory Testing 2016 Projects. Motion carried 5-0.

**Discussion and possible action regarding the March 2016 General Fund Financial Report**

Groat reviewed the General Fund Statement of Revenues and Expenditures for March 2016. She noted revenue was looking good and the budget to date appears in line with the budget with 23% of the budget spent and 25% of the year complete. *Financial reports can be accessed online.*

**Discussion and possible action regarding the 2017 budget**

Groat stated when the departments prepared their 2016 budget we asked them to prepare a 2017 plan as well. She provided a summary of that 2017 plan that was submitted to Finance Committee last fall. She noted it indicated that we would need to cover approximately \$1.5 million of additional costs through the levy, based on where our revenue projections were at that time. She noted this was somewhat early as far as doing projections and they can be fine-tuned at the May meeting when she does her overall presentation. She stated last year there were a number of changes in our processes to get the full Council involved in the budget earlier. The Capital Improvement Plan was not evaluated by the CIP Committee, rather it went to a Committee of the Whole and the Finance Committee also delegated its budget authority to the Committee of the Whole.

Mielke indicated he would like to do the same this year. Rasmussen did not feel all of the budget process needed to play out in Committee of the Whole because it is a huge time demand. She suggested that the more intense part of the budget preparation was better placed in this committee rather than having six or seven Committee of the Whole meetings. She felt this was a subject for the Council to discuss in a retreat setting.

**Discussion and possible action regarding clarification of amount of claim for excessive assessment – Fernando and Heidi Riveron**

Jacobson explained the Council has already voted to approve their claim for excessive assessment, however, when it came in they did not state the amount of the claim, which the statute requires. It appears from their letter that they want the difference between what they paid for their home and the amount set by the Board of Review. This

resolution clarifies this amount. Ray commented the Assessment Department recommends the resolution not be approved because the claim is required by statute to state an amount of the claim and they failed to do that, therefore, it is unknown and they did not meet the requirement and no refund should be issued. Rasmussen stated this committee and the Council have already acted on this and she didn't feel it was appropriate to try and undo it. Jacobson explained it was too late for reconsideration and a re-introduction can be done on a defeated item, but this item was approved.

Motion by Nutting, second Gehin to approve the clarification claim amount of \$1841.27. Motion carried 5-0.

**Discussion and possible action on budget modification for claim for recovery of unlawful tax – Achieve Center, Inc.**

Ray stated the Assessment Department determined the percent of the building that would potentially be exempt was 55%, not the 60% that the Achieve Center claimed. He indicated he had documentation to back this up. The numbers that the Achieve Center submitted comes out to 45% of the building being leased. The second issue for the Assessment Department was that they and outside counsel still maintain that the Achieve Center is not an exempt organization and that the claim should not be paid nor the budget modification approved.

Rasmussen stated like it or not, the Council has already awarded the Achieve Center a refund and barring a motion to reconsider the vote by the winning side, it is too late to change it. The Council approved the claim with the original numbers of 60% in the resolution. She commented even if we don't agree with the way they say they are leased, it would not be forthright of us to change it at this late date. Wagner pointed out this is only for one year and it will be revisited again next year.

Motion by Nutting, second by Gehin to approve the budget modification as presented. Motion carried 5-0.

**Discussion and possible action on accepting the appraisals for properties for the Thomas Street Reconstruction project: Parcel 21 -1101 South 12th Ave; Parcel 37 - 904 West Thomas St; Parcel 38 - 902 West Thomas St; Parcel 40 – 810 West Thomas St; Parcel 41 – 1040 South 8th Ave; Parcel 48 – 708 West Thomas St; Parcel 60 – 1040 South 4th Ave; and Nominal parcel payment report for residential properties**

Lindman stated there are seven appraisals as well as the nominal parcel payment report for the residential properties for just the TLE's and the strip takings. He noted all these parcels are in the relocation plan.

**CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session - Accepting the appraisals for the following properties for the Thomas Street Reconstruction project: Parcel 21 -1101 South 12th Ave; Parcel 37 - 904 West Thomas St; Parcel 38 - 902 West Thomas St; Parcel 40 – 810 West Thomas St; Parcel 41 – 1040 South 8th Ave; Parcel 48 – 708 West Thomas St; Parcel 60 – 1040 South 4th Ave; and Nominal parcel payment report for residential properties**

Motion by Gehin, second by Nutting to convene in closed session. Roll Call Vote: Ayes: Kellbach, Smith, Nutting, Gehin, and Rasmussen. Noes: 0. Motion carried 5-0.

**Adjourn**

Motion by Gehin, second by Kellbach to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:40 pm.

**RESOLUTION OF THE FINANCE COMMITTEE**

Authorizing the subordination of City debt to Bull Falls Brewery during refinancing to facilitate continued operations and future growth.

Committee Action: Finance TBD

Fiscal Impact: None.

**File Number:**

**Date Introduced:**

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, the City supported Bull Falls Brewery with a Tax Increment Financing funded grant and loan and has a mortgage position on the subject property; and

**WHEREAS**, Bull Falls Brewery is seeking a refinancing of existing debt; and

**WHEREAS**, the City routinely subordinates debt to primary lenders to facilitate the project and provide gap financing.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Wausau authorizes the proper City officials and staff to complete the required paperwork for a loan subordination for the City issued debt at Bull Falls Brewery.

Approved:

\_\_\_\_\_  
Robert B. Mielke, Mayor



522 Scott Street, Wausau, WI 54403

p-715-845-4646 | f-715-845-6072 | [www.runkel.com](http://www.runkel.com)

Attached please find the title commitment, supporting title documents and a preliminary closing statement where appropriate (for sales requiring TRID). The closing statement is included for your ease at TRID compliance. As we proceed toward closing we will work on obtaining formal payoff amounts and completing a final closing statement. Please advise should you have necessary changes.

Should you have any questions related to the title commitment, or the upcoming closing, please don't hesitate to contact us. The title examiner and closing agent specific to your file are identified below for your convenience.

The title examiner assigned to your file is:

- Bea Kleinschmidt - [bea@runkel.com](mailto:bea@runkel.com)
- Elly Thompson - [elly@runkel.com](mailto:elly@runkel.com)
- Marv Pilgrim - [marv@runkel.com](mailto:marv@runkel.com)
- Roxanne Owens - [roxanne@runkel.com](mailto:roxanne@runkel.com)

The closing agent assigned to your file is:

- Cynthia Barnes - [cynthia@runkel.com](mailto:cynthia@runkel.com)
- Deann Zobrak - [deann@runkel.com](mailto:deann@runkel.com)
- Katrina Thurs - [katrina@runkel.com](mailto:katrina@runkel.com)
- Rebecca Pilgrim - [rebecca@runkel.com](mailto:rebecca@runkel.com)

**Thank you for the order. We appreciate working with you.**

Runkel Abstract & Title Company

522 Scott Street  
 Wausau, WI 54403  
 715-845-4646  
 715-845-6072 (Fax)

# Invoice

DATE	INVOICE #
2/5/2016	110524

<b>BILL TO</b>
River Valley Bank Shalynn Korn 327 N. 17th Ave. Wausau, WI 54401

<b>PROJECT</b>
Bull Falls Properties, L...

ORDER NUMBER	DESCRIPTION	AMOUNT
MA67994	Lot 1 of C.S.M. Vol. 77, pg. 7; being all of Lots 11, 12 and 13 in Blk. 2 of A. Warren's South Add., City of Wausau etal  Mortgage Policy - \$1,781,000.00 Re-issue  Underwriter portion of preium - \$301.95	2,013.00

Please return one copy of this invoice with remittance.

<b>Total</b>	\$2,013.00
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Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

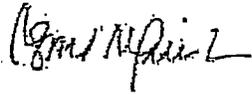
All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

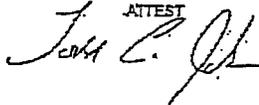
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

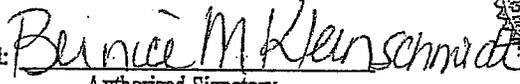
WI2077  
Runkel Abstract & Title Company  
522 Scott Street  
Wausau, WI 54403  
Tel:(715) 845-4646  
Fax:(715) 845-6072

CHICAGO TITLE INSURANCE COMPANY:

By:  President

ATTEST  
 Secretary



Countersigned:   
Authorized Signatory

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.aita.org/>>.*

**SCHEDULE A**

Commitment No. - MA67994

Effective Date of Commitment - 2/1/2016 8:00:00 AM

Prepared For:

RIVER VALLEY BANK  
Attn: SHALYNN KORN  
327 N. 17TH AVENUE  
WAUSAU, WI 54401

Inquiries Should be Directed to:

Runkel Abstract & Title  
522 Scott Street  
Wausau, WI 54402  
(715) 845-4646 / (715) 845-6072 (FAX)

1. Policy or Policies to be issued:	<u>Amount</u>
(a) ALTA Owners Policy 2006 Proposed Insured: NONE	NONE
(b) ALTA Loan Policy 2006 Proposed Insured: RIVER VALLEY BANK its successors and/or assigns	\$1,781,000.00

2. The Estate or interest in the land described or referred to in this Commitment and covered herein is a  
**Fee Simple**

3. Title to said estate or interest in said land is at the effective date hereof of record in:  
**BULL FALLS PROPERTIES, LLC, a Wisconsin limited liability company**

4. The land referred to in this Commitment is located in the County of MARATHON, State of WISCONSIN and described as follows:  
**Lot one (1) of Certified Survey Map No. 16508 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 77 of Certified Survey Maps on page 7, as Document No. 1641858; being all of Lots 11, 12 and 13 in Block 2 of A. Warren's South Addition; part of Lots 13, 14 and 15 in Block 1 of Dunbar & Brown's South Addition; part of vacated St. Paul Street; part of vacated Thomas Street; and part of the vacated alley North of said Lots 11, 12 and 13 in Block 2, all in the City of Wausau, Marathon County, Wisconsin.**

Tax Key: 2907-364-397  
PIN: 291-2907-364-0397

I. The following are the requirements to be complied with:

a) Payment to or for the account of the grantors or mortgagor of the full consideration for the estate or interest or mortgage to be insured.

b) Payment to the Company of the premiums, fees and charges for the policy.

c) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Mortgage from Bull Falls Properties, LLC, a Wisconsin limited liability company to River Valley Bank, its successors and/or assigns.

\* \* \* \* \*

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or mortgage thereon covered by this Commitment.**

NOTE: Exception 1 of Schedule B-II will be removed only if a gap endorsement is attached to this commitment and the requirements for the issuance of gap coverage as described in the endorsement are met, including the payment of the premium.

2. **Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.**

NOTE: Exception 2 of Schedule B-II will be removed only if the Company receives written evidence from the municipality that there are no special assessments against the Land, or that all such items have been paid in full.

3. **Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Land, whether assessed or charged before or after the Date of Policy.**

The Company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

NOTE: Exception 3 of Schedule B-II will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hookup fees, or other fees or charges attaching to the property; (2) evidence that the Land contains a completed building; and (3) statement showing that the Land has a water and sewer use account. If the Land is vacant, this exception will not be removed.

4. **Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.**

NOTE: Contact the Company for information on the deletion of this exception.

5. **Rights or claims of parties in possession not shown by the public records.**

NOTE: Exception 5 of Schedule B-II will be removed only if the Company receives the Owner's Affidavit as to Liens and Possession the form prepared by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.

6. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.**

7. **Easements or claims of easements not shown by the public records.**

8. **Any claim of adverse possession or prescriptive easement.**

NOTE: Exceptions 6, 7 and 8 of Schedule B-II will be removed only if the Company receives an original survey which (i) has a current date, (ii) is satisfactory to the Company, and (iii) complies with current ALTA/ACSM Minimum Survey Standards or Wisconsin Administrative Code Chapter AE-7 together with the certification agreed on between the Wisconsin Land Title Association and the Wisconsin Society of Land Surveyors on April 1, 1974. If the survey shows matters which affect the title to the property, Exceptions 6, 7 and 8 will be replaced by exceptions describing those matters.

(CONTINUED)

Runkel Abstract & Title Co., 522 Scott Street, Wausau, WI 54403 Phone: (715) 845-4646

AGENT FOR CHICAGO TITLE INSURANCE COMPANY

9. General taxes for the year 2016.
10. Easement contained in Warranty Deed between Wausau Energy Corporation, formerly known as Malone-Wausau Oil Company, Inc., and Arthur K. Juneau and Harold F. Juneau, each with an undivided one-half interest as tenants in common, dated October 12, 1980 and recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on December 18, 1980, in Micro-Record 324 on page 172, as Document No. 773480.
11. Easements, if any, of the public or any school districts, utility, municipality or person, as provided in Section 66.1005(2) of the Wisconsin Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or service in that portion of the above-described premises which were formerly a part of St. Paul Street, part of E. Thomas Street, and an alley, now vacated.
12. Subject to easement for ingress and egress shown on Certified Survey Map No. 10481 recorded in said Register's office in Volume 43 of Certified Survey Maps on page 113, as Document No. 1153082.
13. Easement granted by City of Wausau to Frontier North Inc., a Wisconsin Corporation, dated October 25, 2012 and recorded in said Register's office on December 19, 2012, as Document No. 1637604.
14. Easement contained in Certified Copy of Final Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission, by the City of Wausau, Marathon County, Wisconsin, dated December 26, 2012 and recorded in said Register's office on December 26, 2012, as Document No. 1638015.
15. Easement granted between the City of Wausau and Wisconsin Public Service Corporation, a Wisconsin corporation, dated October 25, 2012 and recorded in said Register's office on November 27, 2012, as Document No. 1635634.
16. Assignment of Rents and Leases from Bull Falls Properties, LLC to the City of Wausau, a Wisconsin municipality, dated February 26, 2013 and recorded in said Register's office on March 5, 2013, as Document No. 1643216.
17. Mortgage from Bull Falls Properties, LLC to River Valley Bank, in the originally stated amount of \$1,212,265.00, dated June 30, 2014 and recorded in said Register's office on July 7, 2014, as Document No. 1673924.
18. Mortgage from Bull Falls Properties, LLC, a Wisconsin limited liability company to McDEVCO, Inc., in the originally stated amount of \$60,000.00, dated September 26, 2007 and recorded in said Register's office on October 17, 2007, as Document No. 1492856.  
By an instrument from Bull Falls Properties, LLC; McDEVCO, Inc.; and River Valley Bank, dated November 13, 2014 and recorded in said Register's office on October 21, 2015, as Document No. 1702186, it is agreed that the lien of mortgage in the amount of \$1,212,265.00, is made paramount and prior in lien to mortgage recorded as Document No. 1492856.
19. Mortgage from Bull Falls Properties, LLC, a Wisconsin limited liability company to City of Wausau, a Wisconsin municipality, in the originally stated amount of \$400,000.00, dated February 26, 2013 and recorded in said Register's office on March 5, 2013, as Document No. 1643215.  
By an instrument from Bull Falls Properties, LLC; City of Wausau; and River Valley Bank, dated November 13, 2014 and recorded in said Register's office on October 21, 2015, as Document No. 1702187, it is agreed that the lien of mortgage in the amount of \$1,212,265.00, is made paramount and prior in lien to mortgage recorded as Document No. 1643215.

(CONTINUED)

Runkel Abstract &amp; Title Co., 522 Scott Street, Wausau, WI 54403 Phone: (715) 845-4646

AGENT FOR CHICAGO TITLE INSURANCE COMPANY

- 20. Mortgage from Bull Falls Properties LLC, a Wisconsin limited liability company to McDEVCO, Inc., in the originally stated amount of \$140,000.00, dated February 18, 2013 and recorded in said Register's office on March 12, 2013, as Document No. 1643765.  
By an instrument from Bull Falls Properties, LLC; McDEVCO, Inc.; and River Valley Bank, dated November 13, 2014 and recorded in said Register's office on October 21, 2015, as Document No. 1702188, it is agreed that the lien of mortgage in the amount of \$1,212,265.00, is made paramount and prior in lien to mortgage recorded as Document No. 1643765.
- 21. Mortgage from Bull Falls Properties, LLC to River Valley Bank, in the originally stated amount of \$49,500.00, dated June 30, 2014 and recorded in said Register's office on July 7, 2014, as Document No. 1673925.
- 22. Postponed taxes for the year 2015 in the amount of \$21,164.00, payment deferred until April 30, 2016.

\*\*\*\*\*

The following shown for informational purposes only:

2015 tax amount is \$31,748.77.

Address: 901 E. Thomas Street  
Wausau, WI 54403

\*\*\*\*\*

State Bar of Wisconsin Form 3-2003  
**QUIT CLAIM DEED**

DOC# 1707766

Document Number \_\_\_\_\_ Document Name \_\_\_\_\_  
**THIS DEED, made between Jenny L.L.C., a Wisconsin limited liability company**

\_\_\_\_\_  
("Grantor," whether one or more), and **Bull Falls Properties, LLC, a Wisconsin limited liability company**

\_\_\_\_\_  
("Grantee," whether one or more).  
Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in **Marathon** County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Exhibit A attached hereto.

This deed is being recorded to confirm a prior Certification, recorded as Document No. 1638015, and a prior Certified Survey Map, recorded as Document No. 1641858, and to confirm title to the parcel in the Grantee. The Certification did not state that upon vacation, the entirety of the vacated and discontinued St. Paul Street reverted to Bull Falls Properties, LLC. The Certified Survey Map did not state that Bull Falls Properties, LLC owned all of the land that makes up Lot 1 of the Certified Survey Map.

Recording Area \_\_\_\_\_  
Name and Return Address  
**Bridget M. Hubing, Esq.**  
**Reinhart Boerner Van Deuren s.c.**  
**P.O. Box 2265**  
**Waukesha, WI 53187-2265**

See Exhibit A  
Parcel Identification Number (PIN) \_\_\_\_\_  
This is not homestead property.  
~~(is not)~~

This deed is given for no consideration, and confirms and reforms documents previously recorded. It is exempt from transfer fees under § 77.25(3), Wis. Stats.

Dated this 20 day of Jan, 2016.

Jenny L.L.C.

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

\* \_\_\_\_\_ Timothy Jolliffe, Member \_\_\_\_\_

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

\* \_\_\_\_\_

**AUTHENTICATION**

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\* \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

THIS INSTRUMENT DRAFTED BY:  
**Bridget M. Hubing, Esq.**  
**Reinhart Boerner Van Deuren s.c. (13957925-2)**

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )

MARATHON ) ss.  
COUNTY )

Personally came before me on January 20th 2016,  
the above-named Timothy Jolliffe, as member of Jenny L.L.C.

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Kurt Ellison  
\* Kurt Ellison

Notary Public, State of Wisconsin  
My commission (is permanent) (expires: IS PERMANENT)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

EXHIBIT A

Legal Description

All of Grantor's interest in the following described property, if any:

Lot 1 of Certified Survey map No. 16508 recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, in Volume 77 of Certified Survey Maps on Page 7 as Document No. 1641858, City of Wausau, Marathon County, Wisconsin.

Notwithstanding this Deed, the Grantor does not release and quit claim and reserves unto itself and its heirs, successors and assigns the perpetual easement granted in its favor in that certain Warranty Deed dated December 7, 2005 made by Superior Properties of Laona, LLC, recorded with the Marathon County Register of Deeds on December 12, 2005 as Document No. 1431524.

Tax Key No.: 291-2907-364-0397

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 2  
WARRANTY DEED

1472063  
YACH PREMIER PROP/BULL FALLS  
REGISTER'S OFFICE  
MARATHON COUNTY, WI  
MAR 16 2007 11:44 AM

1153082

Yach Premier Properties, LLC, a Wisconsin limited liability company, conveys and warrants to Bull Falls Properties, LLC, a Wisconsin limited liability company the following described real estate in MARATHON County, State of Wisconsin:

Parcel one (1) of Certified Survey Map No. 10481 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 43 of Certified Survey Maps on page 113, and as corrected by affidavit recorded in said Register's office as Document No. 1155257; being Lots thirteen (13), fourteen (14) and fifteen (15) in Block one (1) of Dunbar & Brown's South Addition in the City of Wausau, Marathon County, Wisconsin; excepting the Westerly 20 feet of Lots 13 and 15; together with vacated St. Paul Street and the vacated alley lying adjacent to Lots 13 and 14.

*Michael J. Sydon*  
REGISTER

RETURN TO *gr tt 355.20*  
Bull Falls Properties, LLC  
901 E. Thomas St.  
Wausau, WI 54403

Tax Parcel No: 37.291.4.2907.364.0147

# 2155

TRANSFER  
\$ 355.20  
FEE

This is not homestead property.  
(is)(is not)

Exception to warranties: Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and further except 2007 real estate taxes.

Dated this 9th day of March, 2007.

Yach Premier Properties, LLC, a Wisconsin limited liability company

By William C. Yach (owner)

AUTHENTICATION

Signatures authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

WEHNER LAW OFFICE

Attorney Richard Wehner

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity should be typed or printed below their signatures.

ACKNOWLEDGMENT

STATE OF WISCONSIN

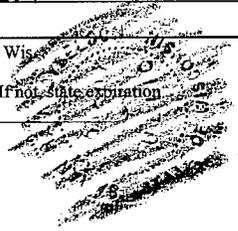
COUNTY OF MARATHON

ss.

Personally came before me this 9th day of March, 2007, the above named William C. Yach to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public Marathon County, Wis.

My Commission is permanent. (If not, state expiration date: 5/31/09)





State Bar of Wisconsin Form 1-2003  
**WARRANTY DEED**



DOC# 1635834

Document Number

Document Name

THIS DEED, made between Wausau Area Hmong Mutual Association, Inc.,  
a Wisconsin corporation  
("Grantor," whether one or more),

and Bull Falls Properties, LLC, a Wisconsin limited liability company  
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot thirteen (13) in Block two (2) of A. Warren's South Addition to Wausau, Marathon County, Wisconsin.

*Michael J. Sydow*

Recording Area

Name and Return Address

Bull Falls Properties, LLC  
901 E. Thomas Street  
Wausau, WI 54403

*7-1-2012-02*  
*\$30 charges*

37-291-4-2907-364-0123 *#7630*

Parcel Identification Number (PIN)

This  is not  homestead property.  
(is) (is not)

TRANSFER

*\$ 204.00*  
FEE

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: any municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated 11.26.2012

Wausau Area Hmong Mutual Association, Inc.

By:

(SEAL)

*Peter Yang*

(SEAL)

\* \_\_\_\_\_

\* Peter Yang, Executive Director

(SEAL)

\* \_\_\_\_\_

(SEAL)

**AUTHENTICATION**

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
( ) ss.  
MARATHON COUNTY )

\* \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

Personally came before me on 11.26.2012,  
the above-named Peter Yang as Executive Director of the  
Wausau Area Hmong Mutual Association, Inc.

to me known to be the person who executed the foregoing  
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

Attorney Rebecca L. Pilgrim

*Rebecca L. Pilgrim*  
\* *Rebecca L. Pilgrim*  
Notary Public, State of Wisconsin  
My Commission (is, permanent) (expires, \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

\* Type name below signatures.

State Bar of Wisconsin Form 6-2003  
SPECIAL WARRANTY DEED

Document Number

Document Name



DCC# 1634580

THIS DEED, made between River Valley Bank, a Wisconsin banking corporation

\_\_\_\_\_ ("Grantor," whether one or more), and  
Bull Falls Properties, LLC, a Wisconsin limited liability company

\_\_\_\_\_ ("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

The South eighty (80) feet of Lot eleven (11); and

The South eighty (80) feet of the East ten (10) feet of Lot twelve (12), all in Block two (2) of A. Warren's South Addition, in the City of Wausau, Marathon County, Wisconsin.

TRANSFER

\$ 72.00  
FEE

Recording Area

Name and Return Address MA6D612  
Bull Falls Properties, LLC  
901 East Thomas Street  
Wausau, WI 54403

37-291-4-2907-364-0122 7630

Parcel Identification Number (PIN)

This is not        homestead property.  
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through, or under Grantor, except:

any municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated November 2, 2012

River Valley Bank

By:

(SEAL)

(SEAL)

(SEAL)

Corey J. Miller  
\* Corey J. Miller, Senior Vice President

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

STATE OF WISCONSIN

MARATHON COUNTY

)  
) ss.  
)

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Rebecca L. Pilgrim  
Attorney at Law

Personally came before me on November 2, 2012,  
the above-named Corey J. Miller, Senior Vice President

to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same

Renca L. Hoff  
\* Renca L. Hoff

Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 11/3/13)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

SPECIAL WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 6-2003

\* Type name below signatures.

16508



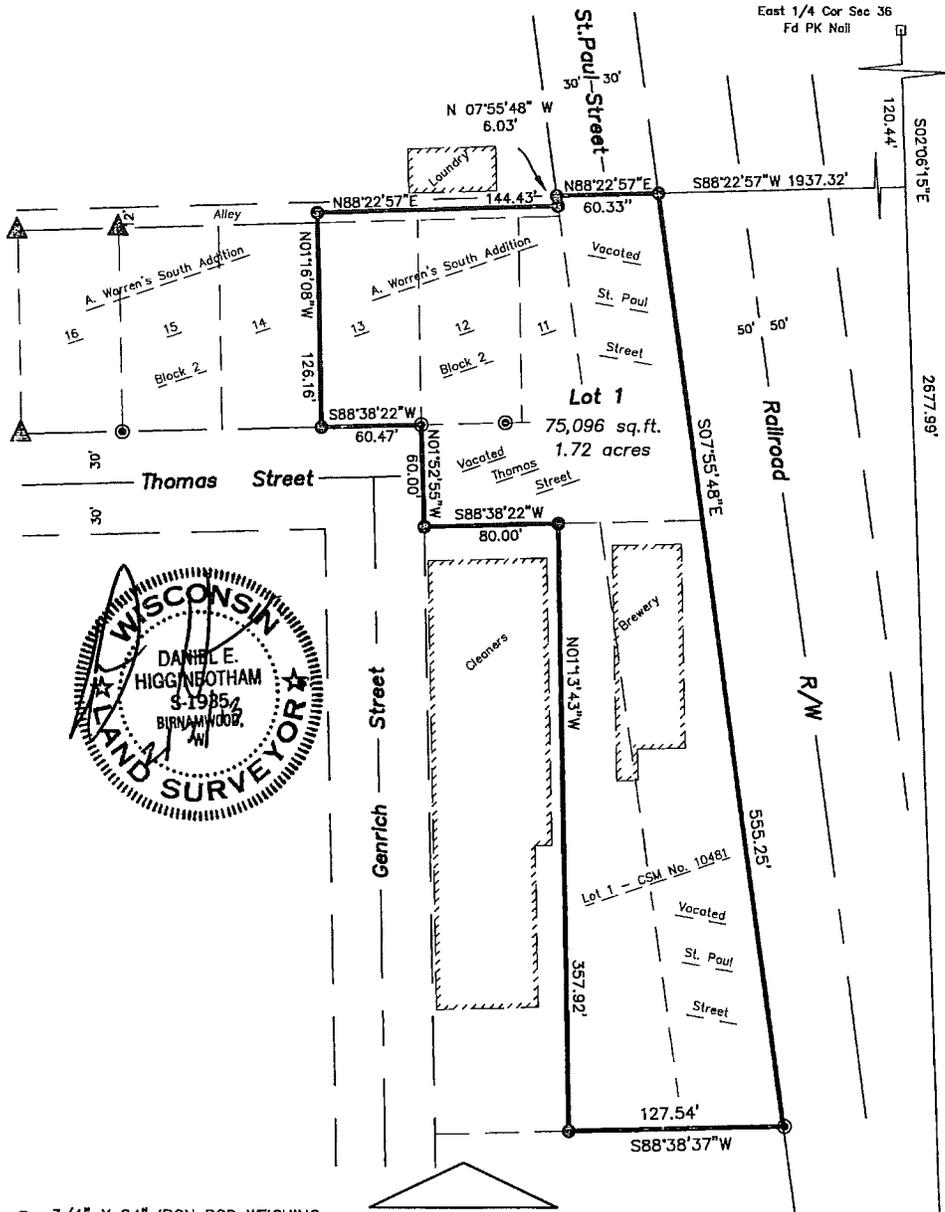
DOC# 1641858

Chg Plover River 30.00  
 " " 3.00 copy

Michael J. Sydow  
 Dean J. Strat

**CERTIFIED SURVEY MAP NO. 16508 VOL 77 PAGE 7**

OF ALL OF LOTS 11 THROUGH 13, BLOCK 2 OF A. WARREN'S SOUTH ADDITION AND ALL OF LOT 1, OF CERTIFIED SURVEY MAPS, NO. 10481 AND PART OF VACATED ST. PAUL STREET AND PART OF VACATED THOMAS STREET AND PART OF THE VACATED ALLEY NORTH OF LOTS 11 THROUGH 13



291.4. 2907. 364. 0397  
 Lot 11, 12 + 13 Blk 2 \* 7630  
 Lot 13, 14 + 15 Blk 1 \* 2155

- ⊙ 3/4" X 24" IRON ROD WEIGHING 1.65 LBS/LINEAL FOOT SET
- ⊙ FOUND 3/4" I. PIPE
- ▲ FOUND 1" IRON ROD
- FOUND GOV'T CORNER
- ( ) RECORD DATA

**NORTH**

GRAPHIC SCALE



1 inch = 80 ft.

SE Cor Sec 36  
 Fd PK Nail

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 36 ASSUMED TO BEAR S 2° 06' 15" E

SHEET 1 OF 2

SURVEY PROVIDED BY:

PLOVER RIVER LAND CO., INC. P4225 PINEVIEW RD BIRNAMWOOD WI 54414 (715)449-2229

builFalls.dwg 11-29-12 9:44:59 pm EST

MARATHON COUNTY CERTIFIED SURVEY MAP

I, Daniel E. Higginbotham, Registered Land Surveyor, hereby certify:

That I have surveyed and mapped by the order of Bull Falls Brewery, LLC, a parcel of land being all of Lots 11 through 13 of Block 2 of A. Warren's South Addition to the City of Wausau and all of Lot 1, Certified Survey Map No. 10481 and part of vacated St. Paul Street and part of vacated Thomas Street and part of the vacated alley lying North of Lots 11 through 13 all being part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County more particularly described as follows:

Commencing at the East 1/4 Corner of Section 36; thence S 02° 06' 15" E, 120.44 feet along the East line of the Southeast 1/4 of Section 36; thence S 88° 22' 57" W, 1937.32 feet to the Easterly R/W of vacated St. Paul Street and the point of beginning of the parcel herein described; thence S 07° 55' 48" E, 555.25 feet along the Westerly Railroad R/W to the Southeast Corner of Lot 1, Certified Survey Map No. 10481; thence S 88° 38' 37" W, 127.54 feet along the South line of said Certified Survey Map; thence N 01° 13' 43" W, 357.92 feet along the West line of said Certified Survey Map to the Northwest corner thereof; thence S 88° 38' 22" W, 80.00 feet to the Easterly R/W of Genrich Street; thence N 01° 52' 55" W, 60.00 feet to the Northerly R/W of Thomas Street and the Southeast corner of Lot 13; thence S 88° 38' 22" W, 60.47 feet to the Southwest corner of Lot 13, Block 2 of A. Warren's South Addition; thence N 01° 16' 08" W, 126.16 feet along the West line of Lot 13 and the Northerly extension thereof to the center of the vacated alley; thence N 88° 22' 57" E, 144.43 feet along the center of the vacated alley to the Westerly R/W of St. Paul Street; thence N 07° 55' 48" W, 6.03 feet along the Westerly R/W thereof; thence N 88° 22' 57" E, 60.33 feet to the Easterly R/W of St. Paul Street and the point of beginning of the parcel herein described.

Said parcel contains 75,096 Square Feet or 1.72 Acres.  
Subject to all roadways and easements of record.

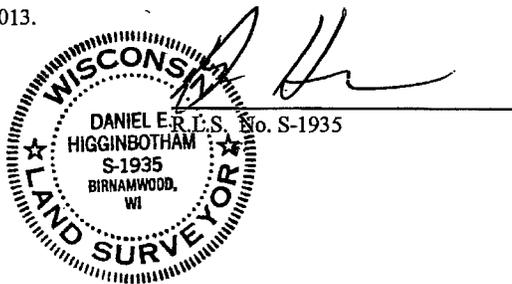
That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made to the best of my knowledge and belief;

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes.

Dated this 11th day of January, 2013.

  
ZONING ADMINISTRATOR  
BEING DULY APPOINTED BY THE COMMON COUNCIL, DO HEREBY CERTIFY THE ATTACHED CERTIFIED SURVEY MAP HAS BEEN REVIEWED AND THERE ARE NO OBJECTIONS TO RECORDING THIS CERTIFIED SURVEY IN THE REGISTER OF DEEDS' OFFICE.

DATE 2/11/2013



Prepared by:  
Plover River Land Co., Inc.  
P4225 Pineview Rd.  
Birmamwood, WI 54414

Prepared for:  
Bull Falls Brewery, LLC  
901 E. Thomas Street  
Wausau, WI 54403



**OWNER'S AFFIDAVIT AS TO LIENS AND POSSESSION**

**Residential Refinance, Junior and Home Equity Mortgages Only**

1. I am the Owner of the property (the Property) described in commitment number MA67994 issued by CHICAGO TITLE INSURANCE COMPANY.

2. **Construction work. (check one box)**

Repair or construction work **has not** been done on the Property in the past six months.

Repair or construction work **has** been done on the Property in the past six months. The total dollar amount of the work is approximately \$\_\_\_\_\_. All of the people who supplied labor or material are listed below. All lien waivers I collected from these people are stapled to this affidavit.

Type of work	Contractor name	Dollar amount of work	Date of work

3. **Tenants.** The following tenants and renters occupy the Property: **(check one box)**

There are **no** tenants.

The following tenants live in the building:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **Special assessments.** There are no unpaid special assessments, charges for water or sewer hookup or service, or other tax liens on the property, except: \_\_\_\_\_

5. **Association dues and assessments.** There are no association dues owed to my condominium or homeowners association, except: \_\_\_\_\_

I give this affidavit to persuade **CHICAGO TITLE INSURANCE COMPANY** to issue its policy or policies of title insurance. I agree to indemnify **CHICAGO TITLE INSURANCE COMPANY** against loss caused by inaccuracies or omissions in the above information of which I am aware.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year).

**OWNER**

Subscribed and sworn to before me this

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year)

Notary Public, \_\_\_\_\_ County, Wisconsin. My  
commission (expires)  
(is permanent): \_\_\_\_\_

Lot one (1) of Certified Survey Map No. 16508 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 77 of Certified Survey Maps on page 7, as Document No. 1641858; being all of Lots 11, 12 and 13 in Block 2 of A. Warren's South Addition; part of Lots 13, 14 and 15 in Block 1 of Dunbar & Brown's South Addition; part of vacated St. Paul Street; part of vacated Thomas Street; and part of the vacated alley North of said Lots 11, 12 and 13 in Block 2, all in the City of Wausau, Marathon County, Wisconsin.

Tax Key: 2907-364-397  
PIN: 291-2907-364-0397

**REAL ESTATE MORTGAGE  
SUBORDINATION AGREEMENT**

Document Number

Document Title

In consideration of Lender's granting any extension of credit or other financial accommodation to Bull Falls Properties, LLC, a Wisconsin limited liability company ("Mortgagor," whether one or more), to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to River Valley Bank, a Wisconsin banking corporation ("Lender"), in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 below together with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues, and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures, if any (the "Property") under a mortgage from Mortgagor to Mortgagee dated February 26, 2013, and recorded in office of the Register of Deeds of Marathon County, Wisconsin, on March 5, 2013, as Document No. 1643215, ("Mortgagee's Mortgage")

Recording Area

Name and Return Address

River Valley Bank  
P.O. Box 777  
Wausau, WI 54402-0777

291-2907-364-0397

Parcel Identifier Number

1. Description of Property. The legal description of the Property is as follows:

LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 165085 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MARATHON COUNTY, WISCONSIN, IN VOLUME 77 OF CERTIFIED SURVEY MAPS ON PAGE 7, AS DOCUMENT NO. 1641858; BEING ALL OF LOTS 11, 12, AND 13 IN BLOCK 2 OF A. WARREN'S SOUTH ADDITION; PART OF LOTS 13, 14 AND 15 IN BLOCK 1 OF DUNBAR & BROWN'S SOUTH ADDITION; PART OF VACATED ST. PAUL STREET; PART OF VACATED THOMAS STREET; AND PART OF THE VACATED ALLEY NORTH OF SAID LOTS 11, 12 AND 13 IN BLOCK 2, ALL IN THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

If checked here, the description continues on an exhibit attached hereto.

2. Superior Obligations. Mortgagee's right, title and interest in the Property as against any person other than Lender or Lender's assignees is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations checked below ("Obligations"), provided the same are in fact secured by one properly recorded mortgage on the Property from Mortgagor to Lender dated April 28, 2016 ("Lender's Mortgage"):

(a) The following note(s):

Note # 1 dated April 28, 2016, in the sum of \$1,779,051.55, plus interest, from Bull Falls Properties, LLC and Bull Falls Brewery, LLC to Lender; and

Note # 2 dated \_\_\_\_\_, in the sum of \$\_\_\_\_\_, plus interest, from  
(Name of Maker) \_\_\_\_\_ to Lender;

(b) The sum of \$\_\_\_\_\_, plus interest;

(c) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor;

and any renewals, extensions or modifications thereof, but not increases in principal amount.

3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 below.

4. Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits of the Property, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all net proceeds arising from a foreclosure against the Property or a deed given in lieu of foreclosure ("Payments"), shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, until the Obligations are paid in full or Lender's Mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, indorsed or assigned, if necessary, to effect transfer to Lender. Payments made or received after satisfaction of Lender's Mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

5. Protective Advances. If Mortgagor fails to perform any of Mortgagor's duties set forth in Mortgagee's Mortgage or in Lender's Mortgage, and if Mortgagee or Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagee with the consent of Lender and secured by Mortgagee's Mortgage, given the priority accorded such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

6. Modification of Lender's Mortgage. The Mortgagee agrees that, subject to the provisions of paragraph 2 above, Lender shall have the right to modify, amend and change any and all of the terms of the Lender's Mortgage and the indebtedness secured by Lender's Mortgage without any obligation to notify, or to obtain the consent of, Mortgagee and without in any way affecting any of the rights, priorities or interests of Lender set forth in this Agreement.

7. Successors and Assigns. This Agreement benefits Lender, its successors and assigns, and binds Mortgagee and its heirs, personal representatives, successors and assigns, and is not intended to benefit any other person or entity.



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

**RESOLUTION OF THE FINANCE COMMITTEE**

City to lease a portion of the newly acquired 205 acres of City land from located in the vicinity of Highland Drive and County Road O for the expansion of the Wausau Business Campus for agricultural use for the 2016 planting year.

Committee Action: Finance Committee TBD

Fiscal Impact:

**File Number:**

**Date Introduced:**

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, the City originally established the Wausau Business Campus to encourage job growth and facilitate quality commercial and industrial infrastructure for economic development; and

**WHEREAS**, the City has effectively planned and implemented the original vision of the Wausau Business Campus into a successful business and industrial area home to over 50 businesses and thousands of jobs; and

**WHEREAS**, available land suitable for building expansion within the Wausau Business Campus is increasingly limited with no larger parcels left for development opportunities which led the City to acquire this additional land to welcome new growth.

**NOW THEREFORE BE IT RESOLVED**, the Common Council of the City of Wausau instructs the proper City officials and staff to accept a bid for the lease of agricultural land and to sign an appropriate lease with that bidder for one (1) year.

Approved:

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Robert B. Mielke, Mayor



May 13, 2016

Re: Agricultural Lease of City Land  
Corner of Highland Drive and County Road O- Town of Stettin

To Whom This May Concern,

The City of Wausau recently acquired approximately 205 acres from the Arlon Schmidt Trust located near the corner NE corner of Highland Drive and County Road O and reaching eastward currently in the Town of Stettin for the future expansion of the Wausau Business Campus.

As time is of the essence, given the upcoming planting season, the City is issuing this Request for Bids for the agricultural lease of the subject property for 2016.

**The City will accept Sealed Bids for the planting of this property received or personally delivered by:**

***Friday May 20<sup>th</sup>, 2016 at 4pm* in the Community Development Office-  
Wausau City Hall, 2<sup>nd</sup> Floor- 407 Grant Street, Wausau, WI 54403**

**Sealed Bids should include the following information:**

- name of farmer or farming organization and list of other properties they have in cultivation**
- amount of acreage proposed to be put into cultivation**
- proposed price per acre offered to the City for lease**
- proposed terms of lease payment**

The Finance Committee of the Wausau Common Council will open and review the Sealed Bids on Tuesday May 24<sup>th</sup>, 2016 at 5:30pm in the Board Room- 2<sup>nd</sup> Floor, Wausau City Hall- 407 Grant Street, Wausau, WI 54403 and may make a recommendation to the Common Council which will convene at 7pm that night to accept a bid.

The chosen bidder will then be required to sign a 1 year lease in consultation with the City Attorney for the subject property and hold the City harmless for any liabilities associated with the use of the land during this time. The City reserves the right to not award this bid opportunity and/or negotiate with any of the bidders.

Sincerely,

Christian Schock  
Economic Development Manager



Approved:

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Robert B. Mielke, Mayor

## Marathon County Metro Economic Development Strategy

### Structure

The Marathon County Metro Economic Development Strategy will include participation from seven (7) communities: City of Wausau, City of Mosinee, City of Schofield, Village of Weston, Village of Rothschild, Village of Kronenwetter, and the Town of Rib Mountain. Participation from each community will require a \$10,000 financial investment into the plan. Participation in the planning process requires participation from two stakeholders per community: one staff resource and one council/board member. The participating members will be identified as the steering committee. The steering committee will meet more frequently in the first year of the process as we develop the plan. After year one and the adoption of the plan the steering committee will meet biannually to monitor the implementation of the plan and to discuss strategies, successes, failures, and key performance indicators.

The scope of work has identified the need for six to eight metro meetings to discuss issues and trends in the area. These meetings will include statistical analysis on key indicators and discussion on potential solutions and programs. Total time commitment for the steering committee will be between 18 and 24 hours, plus time to review and comment on the document outlining the strategy in year one. The steering committee meetings will be crucial to the process as communities will discuss ongoing strategies currently taking place, future strategies, and their individual roles in the programs and solutions; creating a regional approach to economic development.

Additional meetings over the remaining 4 years will require additional time from the steering committee. The steering committee will meet 2 times per year requiring an additional 4 hours per year commitment. The frequency of meetings will be identified during the planning process and will be agreed upon by all communities at that time.

In total, the time committee required by each community will be:

Year one:	8 Meetings	2 People	2 hours per meeting	<b>32 total hours</b>
Year two:	2 Meetings	2 People	2 hours per meeting	<b>8 total hours</b>
Year three:	2 Meetings	2 People	2 hours per meeting	<b>8 total hours</b>
Year four:	2 Meetings	2 People	2 hours per meeting	<b>8 total hours</b>
Year five:	2 Meetings	2 People	2 hours per meeting	<b>8 total hours</b>
<b>TOTAL:</b>	<b>16 Meetings</b>			<b>56 total hours</b>

**Total Financial Cost per community: \$10,000**

ITEM  
#6

May 12, 2016

FROM: Marathon County Central Labor Council AFL-CIO

TO: Wausau Finance Committee

Subject: Hotel/Motel Room Tax

Each Year the Marathon County Central Labor Council, AFL-CIO hosts the Wausau Labor day parade in September. This year the Parade will be on Sept. 5, 2016. Labor Thanks you for the support you've shown in previous years by helping offset some of the costs of the Labor Day Parade.

MCCLC, Once again requests a monetary donation from the City of Wausau's hotel/motel room tax to cover the insurance for the parade. We look forward to hosting this parade annually as it allows the public to enjoy time with family and friends while celebrating and recognizing the efforts of labor in Central Wisconsin and across this great nation of ours. The Wausau Labor Day Parade also brings visitors from out of town and many of them will shop at our local business, which is good for businesses and the City of Wausau.

The Marathon County Central Labor Council appreciates the City of Wausau's support for events such as the Labor Day Parade. We hope you accept our request, once again, for monetary support from the hotel/motel room taxes. If you have any questions regarding the 2016 Wausau Labor Day Parade please contact me at 715-370-8908 or [marathonctylabor@gmail.com](mailto:marathonctylabor@gmail.com).

Respectfully,



Randy S. Radtke

Marathon County Central Labor Council AFL-CIO



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Office of the City Attorney

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

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Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

MEMORANDUM

TO: Finance Committee Members  
FROM: Anne Jacobson, City Attorney   
DATE: May 23, 2016  
RE: Procurement Policy

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**Purpose:** To institute clarifying Procurement Policy modifications regarding this procurement of legal services for the City, any subunit thereof, and on behalf of any employee.

**Background:** Clarifying changes to the Procurement Policy are necessary to ensure the procurement of all legal services for the City are centralized.

The cities of Madison and Racine have ordinances that mirror the state statute creating the office of city attorney under s. 62.09(12), Wis. Stats. Pursuant to this statutory authority, the City Attorney is responsible for the conduct of all legal services of the City. The League Counsel has opined that while the common council is empowered to employ special counsel, pursuant to s. 62.09(12)(g), "this authority is limited to circumstances involving a specific disagreement, strife or litigation where a city attorney cannot or should not act." (Legal Captions-Governing Bodies 396)

"Section 62.09(12)(a) directs a city attorney to conduct all of the law business of the city. It establishes the ordinary procedure for legal services in a city; city legal services are performed by the city attorney." The specific instances in which the use of this ordinary procedure is inadvisable or prohibited include circumstances where the city attorney may lack the expertise in a particular area of the law to represent the city; in which the city attorney has a conflict of interest or due to the nature of an intra-city legal dispute, the appearance of impropriety may require the advice or representation of outside counsel; in which an insurance company for the city will provide a defense of a suit or matter and designates approved outside counsel; in which the time necessary to be devoted to a matter does not permit staff to address the matter in an efficient manner.

The amendments clarify that the City Attorney must be utilized to employ outside counsel, and that the City Attorney, in conducting the legal business of the city, is authorized to sign letters of engagement, and retainer agreements, not approved by the Council. In those instances where

approval is sought for additional expenditures beyond \$25,000 in one matter, and the Council approves such expenditures, the Resolution shall be signed by the Mayor and countersigned by the Clerk. Likewise, if the Council authorizes the employment of special counsel, those contracts may be signed by the Mayor and Clerk, or the authority delegated by Resolution to the City Attorney to sign such agreement. Department heads and other employees are not authorized to sign engagement contracts on behalf of the City.

Attached is a copy of the Procurement Policy with the recommended changes.

Recommendation: Your approval is recommended.

Alj:lp

# CITY OF WAUSAU, WISCONSIN PROCUREMENT POLICY

## **POLICY OBJECTIVE**

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

## **COVERAGE**

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

## **GOALS**

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

## **ETHICAL STANDARDS**

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

6. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them advantage over other potential contractors.
7. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases. Employee purchase programs may be established with vendors with prior approval from the Mayor, provided that the vendor provides similar programs to employees of other private entities.

## **GENERAL GUIDELINES**

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

1. Procurements are classified into the following two major categories:
  - Purchasing Goods is defined as equipment, furnishings, supplies, materials and vehicles or other rolling stock. The rental, leasing of these items is also considered to fall within this category and the cost shall be determined by considering the maximum total expenditure over the term of the agreement.
  - Purchase of Services is classified into additional categories of professional services, contractor services, construction services and combined goods and service contracts.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors who have goods or services available are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases of goods and services secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.
4. Purchasing Oversight – Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases.
5. Emergencies – When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, Finance Director and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$50,000 shall require the Department Head to provide written notice to the Common Council.
6. Identical Quotes or Bids – If two or more qualified bids/quotes are for the same total amount or unit price, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public.
7. Serial Contracting – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase order to the same vendor for the same good or service in any 90 day period in order to avoid the requirements of the procurement policy.
8. Purchase Orders and Purchase Order Cover Sheet – Shall be issued for all purchases of goods and services in excess of \$5,000.

9. Policy Review – This policy will be reviewed by the Finance Committee every two years or sooner at the discretion of the Common Council.
10. Protest Procedures – Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An “interested party” must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Protests must be submitted timely, in writing to the City Clerk, 407 Grant Street, Wausau WI 54403 but no later than five (5) working days following the City’s procurement decision. The protest must contain a detailed statement of the grounds for the protest and any supporting documentation. Upon the receipt of the written protest, the City Clerk will notify the City Attorney and Finance Director who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal to the next step the award will be temporarily suspended unless it is determined that: 1) the item to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) The protest has no merit. If the protester wishes to appeal the decision of the City Attorney and Finance Director the matter will be forwarded to the City of Wausau Finance Committee and the Common Council for the ultimate local disposition.

### **PURCHASE OF GOODS**

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

request.

5. The department head shall administer the purchase.
6. The following items must be purchased using a centralized purchasing process:
  - a. Copiers - coordinated by the CCITC.
  - b. Computer hardware/software - coordinated by CCITC.
  - c. Cellular telephone, telephones, security cameras and similar communication and technology equipment – coordinated by CCITC.
  - d. Furniture – coordinated by Department of Public Works.
  - e. Office Supplies – coordinated by the Finance Department.
  - f. Janitorial Services – coordinated by Department of Public Works.
  - g. Vehicles and other rolling Stock – coordinated by Department of Public Works.
  - h. Facility Maintenance, Repair and Improvement – coordinated by Department of Public Works.
  - i. ~~Procurement of Legal Services – coordinated by the City Attorney’s office.~~

## **PURCHASE OF SERVICES**

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

- Contractor services is defined as the furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service include: refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines. The cost shall be determined by considering the maximum total expenditure over the term of the contract.
- Construction services is defined as substantial repair, remodeling, enhancement construction or other changes to any City owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 and Wausau Municipal Code 12.08 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services.
- Professional services is defined as consulting and expert services provided by a company, organization or individual. Examples of professional services include: attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone.

### **1. Request for Proposal Required**

- a) If it is estimated that the service being solicited has a total cost of over \$25,000 a formal Request for Proposal shall be used to solicit vendor responses. The department head shall be responsible for the preparation of all Requests for Proposal specifications, notices and advertising. Prequalification of proposers may be done at the discretion of the department head. ~~A formal RFP will not be required to solicit legal services for representation in a specific matter, regardless of cost. The City Attorney will consult with the Finance Committee if it is anticipated that expenses (fees and costs) in excess of \$25,000 for a single matter will be incurred. When retention of legal services to perform ongoing services in one type of matter, such as bond counsel or prosecution services, is required, the procurement policy, for professional services shall be followed.~~

~~i) Attorney Services: Billing Frequency and Format~~

~~A) Time Changes. Actual time should be billed in one tenth (.10) hour increments.~~

~~B) Billing Frequency. Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.~~

~~In any event, invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the City Attorney.~~

~~Invoices submitted more than one (1) year after the last date of legal services or expense will be rejected.~~

- b) The Purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.
- c) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
- d) Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
- e) Information to be requested of the proposer should include: Years of experience in the area desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff associated with the project/service, list of references, insurance information, In addition the proposal should provide information about the City, scope of services requested and desired outcomes or deliverables. The proposal should also identify evaluation factors and relative importance.
- f) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.
- g) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person.
- h) Proposals shall be opened and recorded by the Board of Public Works. A tabulation of proposals received shall be available for public inspection. All proposal documentation shall be placed on file with the City Clerk. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.

## 2. Attorney Professional Services.

- a) The City Attorney shall hire and manage all outside legal counsel engaged to represent and/or advise the city regarding all matters of any character, in which the city is interested, before any court or tribunal.
- b) The City may enter into negotiated contracts without a competitive selection process for the procurement of services if the services are for professional services to be provided by attorneys who charge on an hourly basis, or who are designated by the city's liability insurance carriers. When retention of legal services to perform ongoing services in one type of matter, such as bond counsel or prosecution services, is required, the procurement policy,

for professional services shall be followed. The City Attorney shall have authority to sign engagement letters on behalf of the City.

c) In all other matters, where the aggregate legal fees exceed \$25,000, the City Attorney shall notify the Finance Committee of the status of the matter and seek approval for additional expenditures.

d) **Billing Frequency and Format**

A) **Time Changes.** Actual time should be billed in one-tenth (.10) hour increments.

B) **Billing Frequency.** Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.

In any event, invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the City Attorney.

Invoices submitted more than one (1) year after the last date of legal services or expense will be rejected.

- Service contracts or agreements should be reviewed by the City Attorney and placed on file with the City Clerk.

### **SOLE SOURCE**

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

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

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

1. Software maintenance and support services when procured from the proprietary owner of the software.
2. Original equipment manufacturer maintenance service contracts, and parts purchases when procured directly from the original manufacturer/authorized dealer or representative.

3. Insurance policy purchases and services through CVMIC and TMIC of Wisconsin
4. Property Insurance purchases from the Local Property Insurance Fund.
5. Utility Services and Charges.
6. Marathon County Landfill
7. Services and products purchased from CCITC
8. Neptune water meters

## **BUDGET**

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

## **CONTRACT AUTHORIZATION**

The Mayor is authorized to enter into contracts on behalf of the City of Wausau without additional council approval if the contracts meet the following criteria:

1. Purchase of Goods – The City may purchase equipment, furnishings, goods, supplies materials and rolling stock when the costs of the same have been included in the approved City Budget.
2. Purchase of Services – The City may contract for the purchase of services without Council resolution when the following conditions have been met:
  - a) The funds for services are included in the approved City budget.
  - b) The procurement for services complies with the procurement policy.
  - c) The City Attorney has reviewed and approved the form of the contract.
  - d) The contract complies with other laws, resolutions and ordinances.
  - e) The contract term meets one of the following criteria:
    1. The contract is for a period of one year or less, or
    2. The contract is for a specific project, or
    3. The contract is for a period of not more than three years and the annual average cost of the services does not exceed \$25,000.
3. The following contracts require council approval:
  - (a) Collective Bargaining Agreements – Any contract between the City of Wausau and any collective bargaining unit representing City employees.
  - (b) Real Estate Purchases – Contracts for the sale or purchase of real estate where the City of Wausau is the proposed seller or purchaser. Council approval is **not** required for commencement of foreclosure action to collect a loan or other debt owed to the City when the debtor has failed to cure any default in payment of the loan or other obligation.
  - (c) Leases – Contracts for lease of real estate where the City is either a proposed landlord or a proposed tenant exclusive of airport hangar, parking stall rentals and short term park facilities rentals.
  - (d) Easements and Land Use Restrictions – Contracts for easements, restrictive covenants or other limitations which may be placed upon the use of any City-owned property.
  - (e) Intergovernmental Contracts in excess of \$5,000 – Contracts between the City of Wausau and other local, state or federal governments or agencies except, cooperative purchasing agreements.
  - (f) Development Agreements – Contracts for the provision of infrastructure, financial assistance or other incentives by the City for the benefit of a developer or business venture.
  - (g) City Services – Contracts whereby the City of Wausau agrees to provide services to another party.
  - (h) Managed competition, outsourcing contracts – Contracts for labor or personal services to be performed by persons who are not city employees for work that has been performed by city employees within the past five (5) years and the contract will result in the elimination of

positions and the layoff of personnel.

4. The common council delegates contract approval to the department level for the following:

- (a) Community Development Housing and Commercial Development Loans and Grants issued from grants and related program income.

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

H:\fwcommon\financialpolicies\procurementpolicy.wpd



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Office of the City Attorney

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

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Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

MEMORANDUM

TO: Finance Committee Members  
FROM: Anne Jacobson, City Attorney   
DATE: May 17, 2016  
RE: Transfer of 146 W. Washington Street

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Purpose: To transfer 146 W. Washington Street from the Community Development Authority to the City in order for the city to install a sculpture provided by the Rotary Club of Wausau.

Background: The Community Development Authority acquired the subject property from Wisconsin Central LTD on October 31, 1991.

On June 9, 2015, a meeting was held between the city and Rotary Club of Wausau to discuss the possibility of placing a sculpture on the River Edge Parkway.

On April 19, 2016, the Plan Commission approved placing a sculpture on the property at 146 W. Washington Street.

On April 19, 2016, the Community Development Authority approved transferring said property from the Community Development Authority to the City.

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Recommendation: Your approval is recommended.

alj

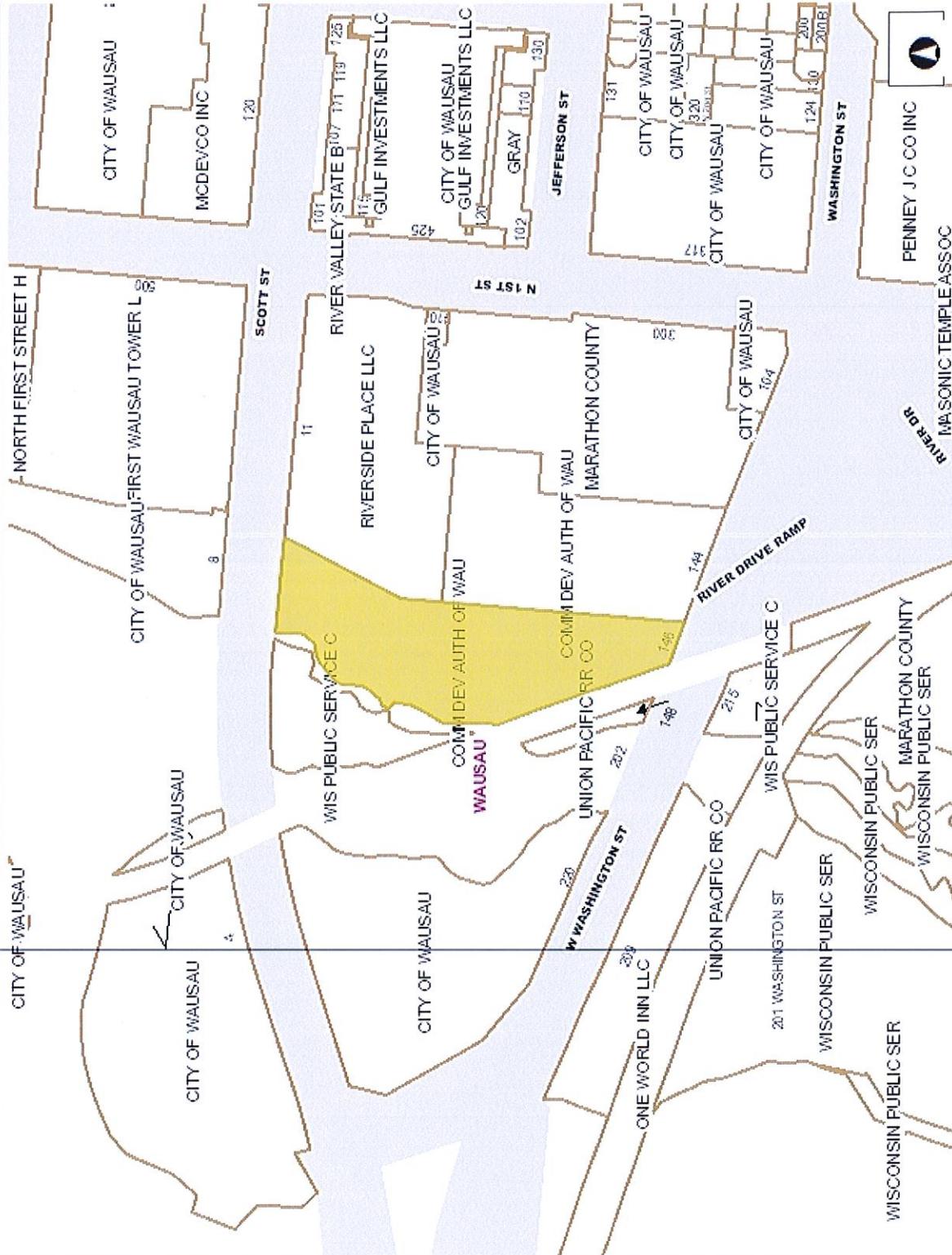


# Land Information Mapping System

HALSEY  
 BERN  
 HOLTONI  
 HULL  
 BRIGHTON  
 SPENCER  
 BERLIN  
 MAINE  
 ISABEL  
 WIENCASSE  
 MEMMET  
 BERGEN  
 TEXASHEWITT  
 EASTON  
 STRINGLE  
 REID  
 BEVENT  
 FRANZEN

## Legend

- Owner Last Names
- Parcels
- Land Hooks
- Right Of Ways
- Road Names
- Named Places
- Municipalities



**Notes**

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

81.86 0 81.86 Feet



User\_Defined\_Lambert\_Conformal\_Conic

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Modification of the 2016 Budget for the 2016 Infrastructure Improvement Projects	
Committee Action:	Approved
Fiscal Impact (2016):	\$0
<b>File Number:</b>	15-1109
<b>Date Introduced:</b>	May 24, 2016

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Capital Budget of \$55,200</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$204,267 the city's net obligation is \$55,200</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$55,200</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$93,867</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, the engineering department establishes the infrastructure budgets based upon preliminary designs and projected unit costs; and

**WHEREAS**, the projects approved within the 2016 budget have been bid and actual costs are now known, and

**WHEREAS**, the engineering department has compared the classified budgets for street improvements, sidewalks and concrete repair with the actual bids and proposes budget modifications necessary to reflect actual; and to transfer the surplus budget to asphalt overlay to increase the street improvements completed in 2016

Transfer to:	Sidewalks	150-233098244	66,000
Transfer to:	Concrete Repair	150-236598290	28,000
Transfer to:	DOT Stewart Avenue	150-231598736	40,000
Transfer to:	Ashalt Overlay	150-232698230	80,000
Transfer from:	Street Improvements	150-232098230	214,000

**WHEREAS**, your Finance Committee has reviewed and recommends the transfers proposed by the Engineering Department, NOW THEREFORE

**BE IT FURTHER 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:

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Robert B. Mielke, Mayor

## Mary Goede

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**From:** Gerard Klein  
**Sent:** Wednesday, May 18, 2016 9:47 AM  
**To:** Anne Jacobson  
**Cc:** Mary Goede; Jeremy Ray; Julie Henrichs; Robert Mielke; Lisa Parsch  
**Subject:** FW: Vision project plan

Mary Goede – Please place this email in the Finance packet for Tuesday the 24<sup>th</sup> .

Anne,

Here's the Email that I sent VGSI on Friday when they failed to answer our demands or deliver a project plan by 5/13/2016. I have been asking for a project plan that's accurate and with dates that they will commit to regularly since at least December 2015. As you can see below, I also demanded that the project plan has them **being Complete with all bugs resolved** (Final Acceptance) by 10/1/2016 (consistent with Council's expectations), that they commit to the dates and that they agree that they will receive no other payments until the project has final acceptance. As of this morning, I have received no response back from VGSI to this Email.

Gerry Klein  
Director  
City-County Information Technology Commission  
(715) 261-6707  
Email: [gerard.klein@co.marathon.wi.us](mailto:gerard.klein@co.marathon.wi.us)



“Plans are worthless, but planning is invaluable.” Peter Drucker

---

**From:** Gerard Klein  
**Sent:** Friday, May 13, 2016 11:19 AM  
**To:** 'Timothy White'  
**Cc:** Julie Henrichs; Angela Spranger; Jeremy Ray  
**Subject:** RE: Vision project plan

That's disappointing to hear. The project team here is required to report on the status of the project to the city council very soon. When will the project plan be available for review? Have you agreed on the other issues that we identified?

I'll also need to have you document what tasks and milestones have been completed between December and now. In December, we documented 7 key highlights of the system that were not completed and had Emails back and forth with Kevin. That would be a good starting place for your documentation of what's been completed in the past 5 months. But please add to it, more detail about all tasks and milestones completed in the past 5 months.

Gerry Klein  
Director  
City-County Information Technology Commission

(715) 261-6707

Email: [gerard.klein@co.marathon.wi.us](mailto:gerard.klein@co.marathon.wi.us)



“Plans are worthless, but planning is invaluable.” Peter Drucker

---

**From:** Timothy White [<mailto:twhite@vgsi.com>]  
**Sent:** Friday, May 13, 2016 8:34 AM  
**To:** Gerard Klein  
**Cc:** Julie Henrichs; Angela Spranger; Jeremy Ray  
**Subject:** RE: Vision project plan

Gerry –

I had a very productive meeting with Kevin Comer this week. He has assigned additional resources to the project and I have started to engage them to accelerate the work. We will be meeting next week to develop the updated plan requested. I understand that you want the plan today, but I am not able to meet that request. We will continue to make progress on the work while I prepare the updated project plan. We are on schedule to start the Value Approximation work next week, and Josh has sent the meeting requests.

I am traveling today on a family matter, so I may not be available for portions of the day.

- Tim

Timothy White, PMP | Project Manager  
Vision Government Solutions Inc.  
cell: 207.356.2399  
[www.vgsi.com](http://www.vgsi.com)

---

**From:** Gerard Klein [<mailto:Gerard.Klein@co.marathon.wi.us>]  
**Sent:** Friday, May 6, 2016 11:36 AM  
**To:** Timothy White <[twhite@vgsi.com](mailto:twhite@vgsi.com)>  
**Cc:** Julie Henrichs <[Julie.Henrichs@co.marathon.wi.us](mailto:Julie.Henrichs@co.marathon.wi.us)>; Angela Spranger <[Angela.Spranger@co.marathon.wi.us](mailto:Angela.Spranger@co.marathon.wi.us)>;  
Jeremy Ray <[Jeremy.Ray@ci.wausau.wi.us](mailto:Jeremy.Ray@ci.wausau.wi.us)>  
**Subject:** Vision project plan

Tim,  
As the team discussed with you on Wednesday, we have the following problems with the project plan we received on April 20, 2016.

1. Start dates are not accurate.
  - a. For instance line 88 has a start date of 2/4/2016. It has not started.
  - b. Please update start dates that have not started to be sometime in the future.
2. Line 36 states that we will do an extract of our data in June.
  - a. We have discussed this multiple times and said we would not do an extract until we see the value approximation is working with the data we extracted last year.
  - b. The data we have now is not complete in our current system and would be of no value in testing the value approximation at this time.

- c. Removing this first conversion from the project plan should move items to an earlier date.
- 3. We will need a load of our current data with 2016 values after we confirm that the 2015 data is working correctly. This will confirm that the value approximation continues to work.
- 4. A final conversion will be needed immediately prior to go live.
- 5. The value approximation process does not have any interim milestones. Please add a minimum of the following milestones
  - a. Land values complete and balance to 2015 values
  - b. Residential values complete and balance to 2015 values
  - c. Commercial values complete and balance to 2015 values
- 6. When #5 above is complete, the next set of milestones will include the conversion of our 2016 data.
  - a. Milestones from that conversion will include
    - i. Land values complete and balance to 2016 values
    - ii. Residential values complete and balance to 2016 values
    - iii. Commercial values complete and balance to 2016 values
- 7. Receiving the value approximation for review in August is too late in the time line. We do not have any confidence that you will be able to make appropriate adjustments if **go live is to be complete by October 1.**
- 8. Import/Export Interfaces are not expected to be completed until November of 2016. **We need this project fully completed and Live with all bugs worked out by October 1.**
- 9. Line 130 says to gather specifications for the Mobil Home program.
  - a. These have been sent to you in the past.
  - b. Please mark this as complete.
- 10. Line 84 discusses the Active Directory Implementation.
  - a. We will not be able to test or discuss items in the software until we are able to log into the system correctly.
  - b. This is a bug fix and should be addressed as such.

Once we receive a project plan with ALL of these issues addressed to our satisfaction, we'll review it internally and get back to you on whether or not we can accept the proposed new plan. If we did accept the plan, we would require VGSI to commit to EVERY date on the plan with NO exceptions for missed dates. Further, we will not be making ANY more payments from now until the project is completed and we have signed off with Final Acceptance. We'll need this project plan from you no later than Friday May 13<sup>th</sup>.

Since late fall, we have seen hardly any progress at all on fixing the bugs we have or finishing the development of the system and it's interfaces. We've been asking for a new project plan since late December and we still do not have a plan that is solid (see above for the current issues with the plan).

Keep in mind that we signed a contract with VGSI 24 months ago and, at that time, VGSI said that they could finish this in 8 months. We are now 24 months past that contract signing and we are not completed and you are proposing us not being done for another 5 months.

*Julie Henrichs*

IT Manager - Applications  
 City-County IT Commission  
 407 Grant Street  
 Wausau, WI 54403-4737  
 Voice 715.261.6704  
 Fax 715.261.4123



**RESOLUTION OF THE FINANCE COMMITTEE**

Approving termination of contract between VGSI and CCITC for assessment software

Committee Action: Failed 2-3

Fiscal Impact:

**File Number:** 16-0409 **Date Introduced:** April 12, 2016

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <span style="margin-left: 50px;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

**RESOLUTION**

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

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

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

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

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

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

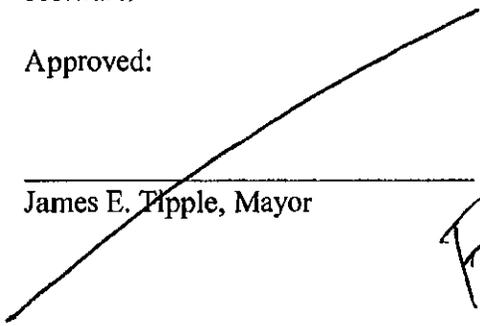
**WHEREAS**, your Finance Committee met on February 9, 2016 and reviewed the response from VGSI that they were unable to commit to a date by which they would have a new project plan; to a financial guarantee; to a completion of the project by June 30, 2016; and

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

**WHEREAS**, VGSI delivered on April 8, 2016 a project plan with a completion date of October 19, 2016.

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

Approved:

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

*FAILED*

Motion by Rasmussen, second by Nagle to adopt a resolution of the Finance Committee approving termination of contract between VGSI and CCITC for assessment software.

Oberbeck stated we are already almost 21 months into this project with VGSI and the Council needs to know how this software compares with the replacement of it. We can't just terminate a contract and there will be costs associated with this along with the significant amount of money that has already been invested. We have waited this long and he didn't think we should just throw it out the door now. He indicated the features of this software offers a lot and urged the Council not to terminate the contract and give them until October 19, 2016 when they say they will have it totally operational.

Jeremy Ray, Interim Assessor, stated we were promised a product that offered a lot of functionality that we wanted; the problem is it is not coming to fruition. There is no confidence that this organization is going to provide the product that they promised in a timely fashion. He found in discussion with other assessors that some communities have been waiting four years to get something that works. He did not think we should wait any longer, should cut ties and not give them any more money.

Rasmussen agreed with Finance Committee that we have invested a lot of money and time into this contract and now that the vendor says they can finish by October, we should stay the course. Something that gives us the ability to source individualized data about neighborhoods and properties to the extent that this would, helps us to analyze trends so we can figure out where we need to invest in our core neighborhoods. She did not want to waste all the money that has already been invested.

Gerry Klein stated he was convinced that this vendor is just not able to perform. His fear in waiting until October is that they will do what they have in the past. He pointed out we signed 23 months ago with this vendor when they said they would be done in eight months. They missed that date so we gave them until June 2015 and they missed that date; we gave until August, they missed that date; we sent a letter telling them they had absolutely had to be done by December 31, 2015, they were not. In February they said they would give us a project plan having us finished in June 2016, but they came back and said they can't make that date either. He was concerned that they will ask for more payments if we stay with them. He reviewed what other communities have gone to.

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

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

### **SPECIAL FINANCE COMMITTEE**

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

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

Members Excused: Nagle

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

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

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

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

#### **CLOSED SESSION pursuant to Section 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, relating to review of legal options available to CCITC.**

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

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### **FINANCE COMMITTEE**

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

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

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

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

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

**FINANCE COMMITTEE**

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

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

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

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

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

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

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

**Assessment VISION Budget**

**\$ 238,500.00**

Description	Units	Unit price	Total Cost	Recurring Cost 2015	Recurring Costs 2016	Paid	Remaining Costs to be Paid
Appraisal Vision CAMA System License Fee	1	\$80,000.00	\$80,000.00				
Interface with Apex Sketch Tool V5	0	\$5,000.00	\$0.00				Not Doing This
Project Management	1	\$15,000.00	\$15,000.00				
Installation	1	\$2,000.00	\$2,000.00				
Export to LRS	1	\$2,400.00	\$2,400.00				
Conversion from Sungard	1	\$32,000.00	\$32,000.00				
Configuration & Testing	1	\$10,000.00	\$10,000.00				
Training	1	\$10,000.00	\$10,000.00				
Travel	8	\$1,490.00	\$11,920.00				
Marshall & Swift Cost Calculator Interface (Vision)	0	\$5,000.00	\$0.00				Not Doing This
Software Maintenance	1	\$17,600.00	\$17,600.00	\$17,600.00	\$18,304.00		
Field Data Collection System Maintenance	2	\$1,000.00	\$2,000.00	\$2,000.00	\$2,080.00		
Field Data Collection System	1	\$5,000.00	\$5,000.00				
<b>SubTotal for Items purchased from VGSi</b>			<b>\$187,920.00</b>			<b>\$72,284.12</b>	<b>\$91,035.00</b>

Everything below this line would be payments to other entities besides VGSi

Marshall & Swift Commercial/Industrial	0	\$1,500.00	\$0.00	\$0.00	\$0.00		Not Doing This
Tablets	2	\$2,500.00	\$5,000.00				\$5,000.00
Tablet Software	2	\$400.00	\$800.00				\$800.00
ArcGis Engine Single use license	7	\$450.00	\$3,150.00			\$3,150.00	
Marshall & Swift Commercial Estimator Maintenance	1	\$1,100.00	\$1,100.00	\$3,405.95	\$3,542.19		Not Doing This
Tablet PC/Network Support	2	\$543.00	\$1,086.00	\$1,086.00	\$1,086.00		
Server Instances with SQL licenses	3	\$7,000.00	\$21,000.00	\$0.00	\$0.00	\$14,640.00	
Aircards	6	\$480.00	\$2,880.00	\$2,880.00	\$2,995.20		\$460 SQL licenses (14) \$10,000 Storage (14)
Misc Expense						\$10.14	Trainer Lunch
Contingency	1	\$5,000.00	\$5,000.00				
<b>TOTAL</b>			<b>227,936.00</b>	<b>25,885.95</b>	<b>28,007.39</b>	<b>90,084.26</b>	<b>\$99,715.00</b>

**Budget Remaining \$ 48,700.74**

\* Marshall & Swift was purchased by Core Logic

**Payments made to VGSi**

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

**Remaining Payment potential**

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

Wauwatosa	This is the status as of April 6th, 2016 on the 7 other contracts with VGSI in the state. All values approximate.	
Total contract	145,000	
Amount paid	140,000	
Current status	Have tried for 4 years to get it working. It's not working to their satisfaction. Data import still has bad data in it. Personal Property never worked. New RFP issued in the past few weeks. They are expected to select a new vendor within two weeks. They'll be notifying VGSI of cancellation if/when that happens	
Brookfield		
Total contract	142,000	
Amount paid	paid about 80-90%	
Current status	Have tried for 4 years. Are giving up. They released an RFP for a new solution. They gave the vendor a deadline and the vendor never responded.	
Neenah		
Total contract	102,000	
Amount paid	40,000	
Current status	Tried to get it working for a while and then cancelled the contract after the vendor failed to deliver last summer. Signed with Market Drive in August 2015 and was up and working by November 2015 with the exception of an interface to their land records system which got completed after November. Have asked for their money back but the vendor has not paid them anything yet. It is currently with their city attorney to pursue the next step.	
Cudahy		
Total contract	100,000	
Amount paid	100,000	
Current status	Project was never completed. They cancelled the contract and moved to an outsourced assessment department using Accurate Assessments of Menasha.	
Lacrosse		
Total contract	160000+	
Amount paid	80000+	
Current status	About the same place that Wausau is. The product is installed but many things are not working correctly. The data converted has many errors. Personal property is not working. They've been assigned the same new project manager, Tim White as all the other Wisconsin cities and have seen more attention and progress from the vendor.	
Madison		
Total contract	?	
Amount paid	?	
Current status	Working with the vendor on data conversion. They are not using the system. It is still not working correctly. They are running out of time as their funding has a time limit.	
Waukesha		
Total contract	190,000	
Amount paid	170,000	
Current status	They are using the system but it is not providing all of the functionality that they need.	

# City of Wausau



1 inch = 100 feet

Commercial relocation for roadway

Consider purchase for future development

Residential relocation for roadway

Road (Paved)

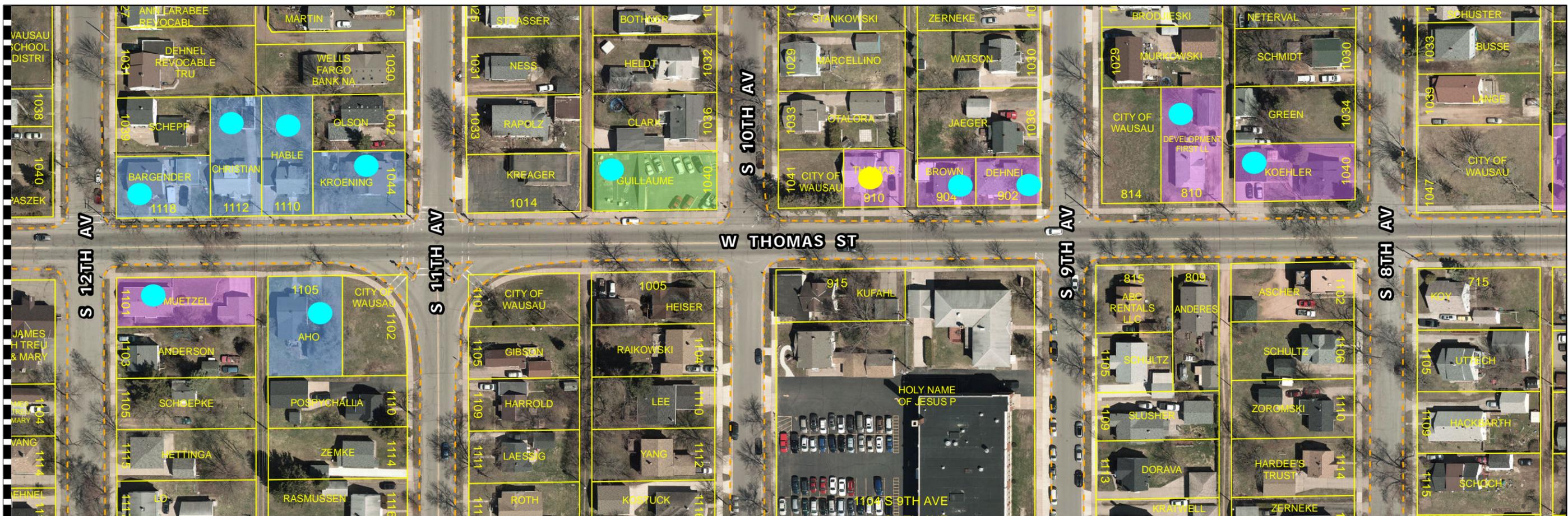
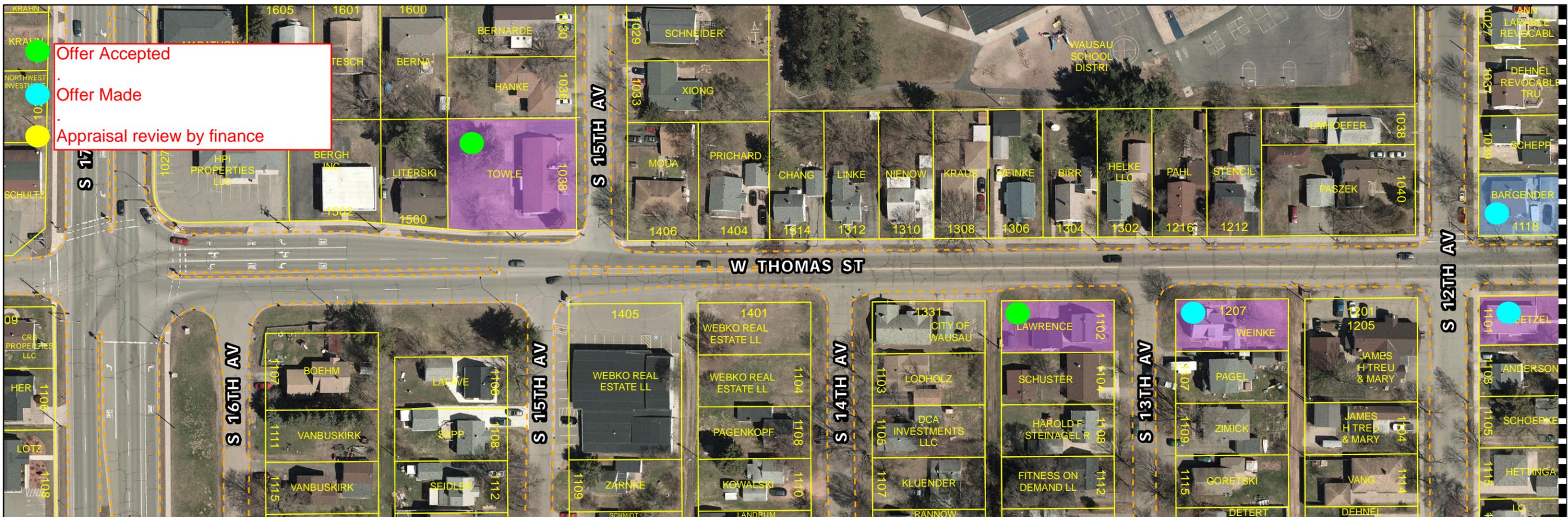
Parcel (LRS View)

- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
  2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
  3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
  4. AERIAL IMAGERY WAS COLLECTED ON SUNDAY, MAY 4, 2014 WITH 2 INCH SPATIAL RESOLUTION.

Date: 05/09/2016



Page 1 of 2



# City of Wausau



1 inch = 100 feet

Commercial relocation for roadway

Consider purchase for future development

Residential relocation for roadway

Road (Paved)

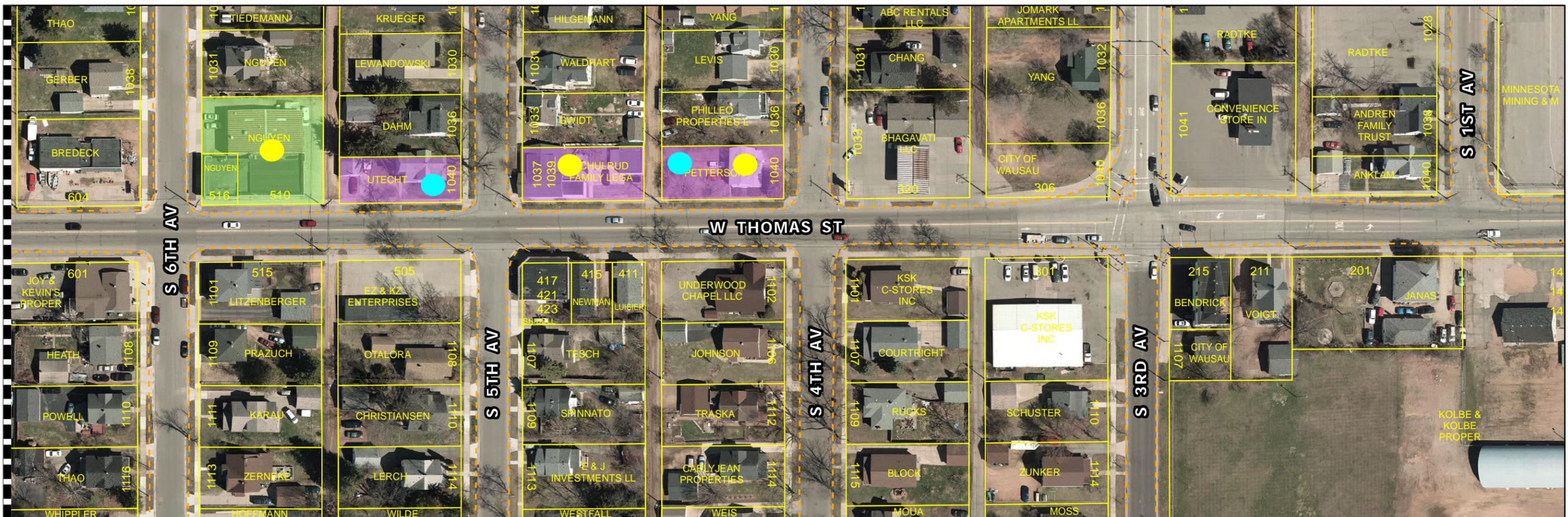
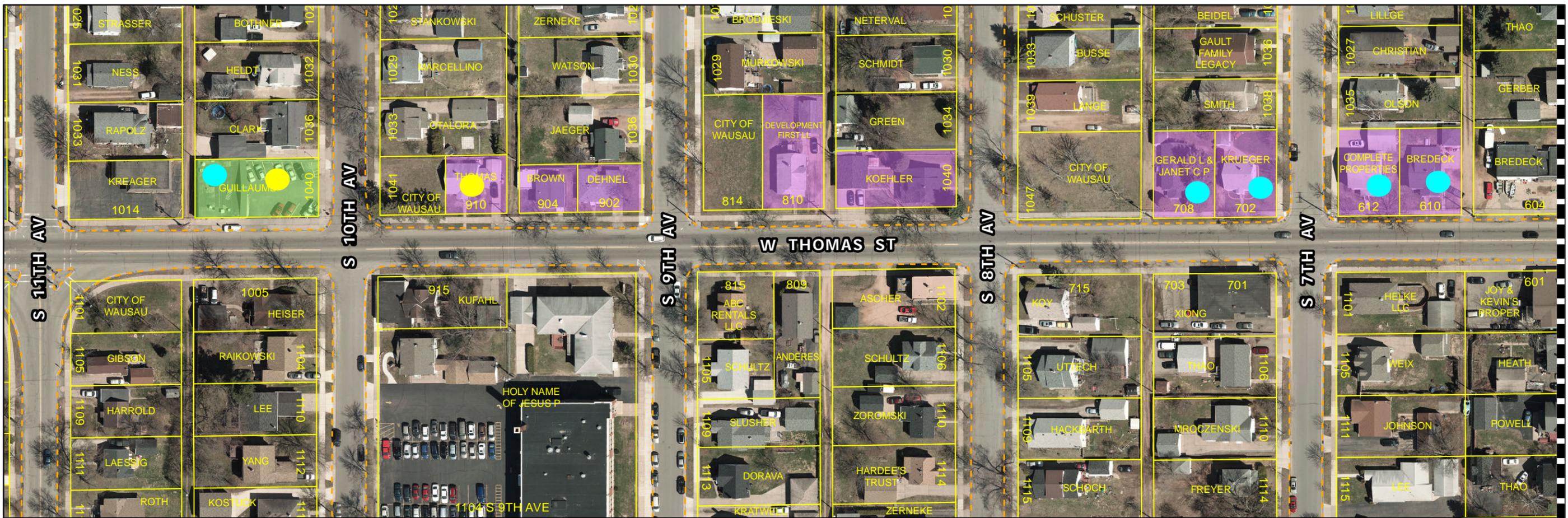
Parcel (LRS View)

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Date: 05/09/2016



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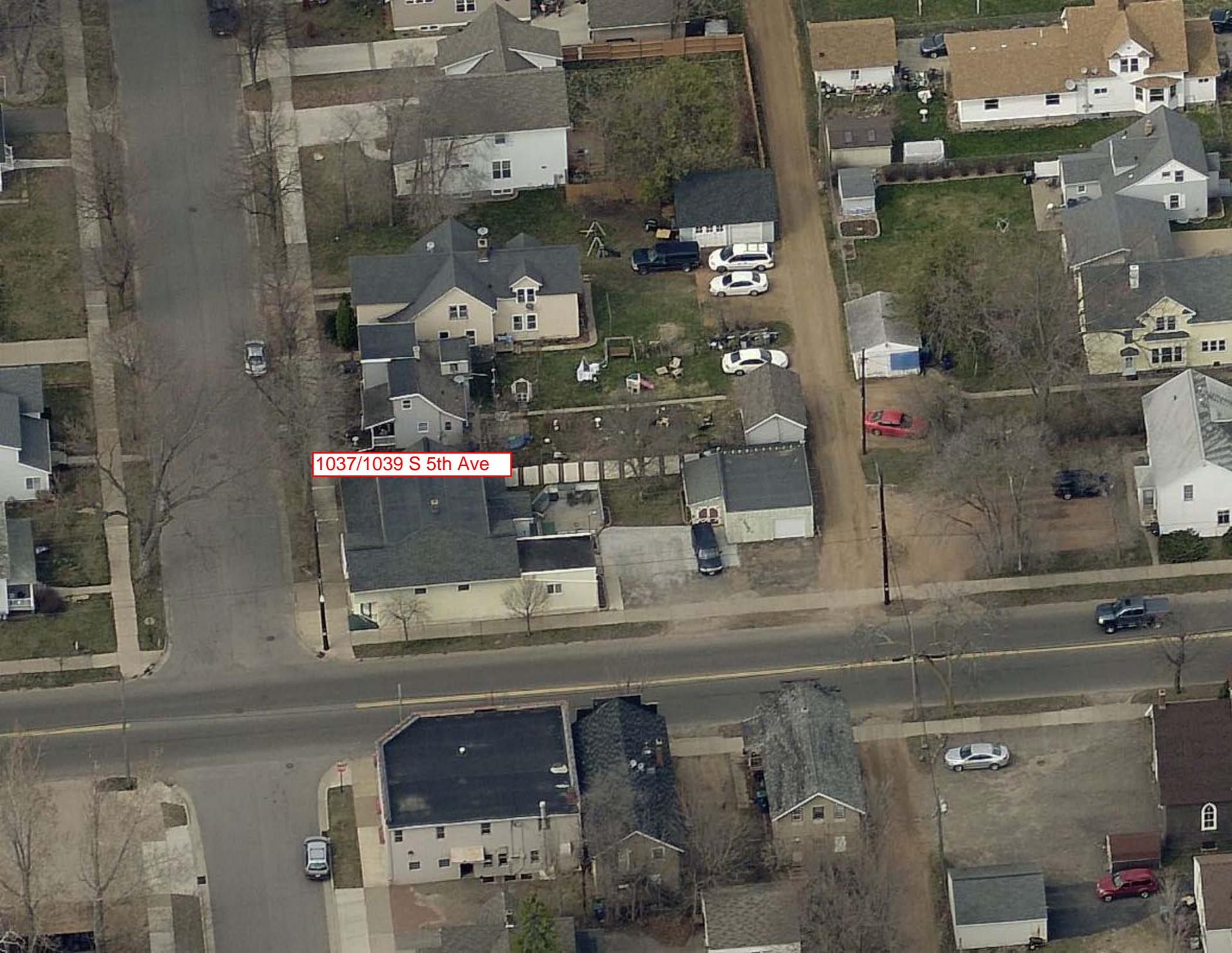
910 W. Thomas



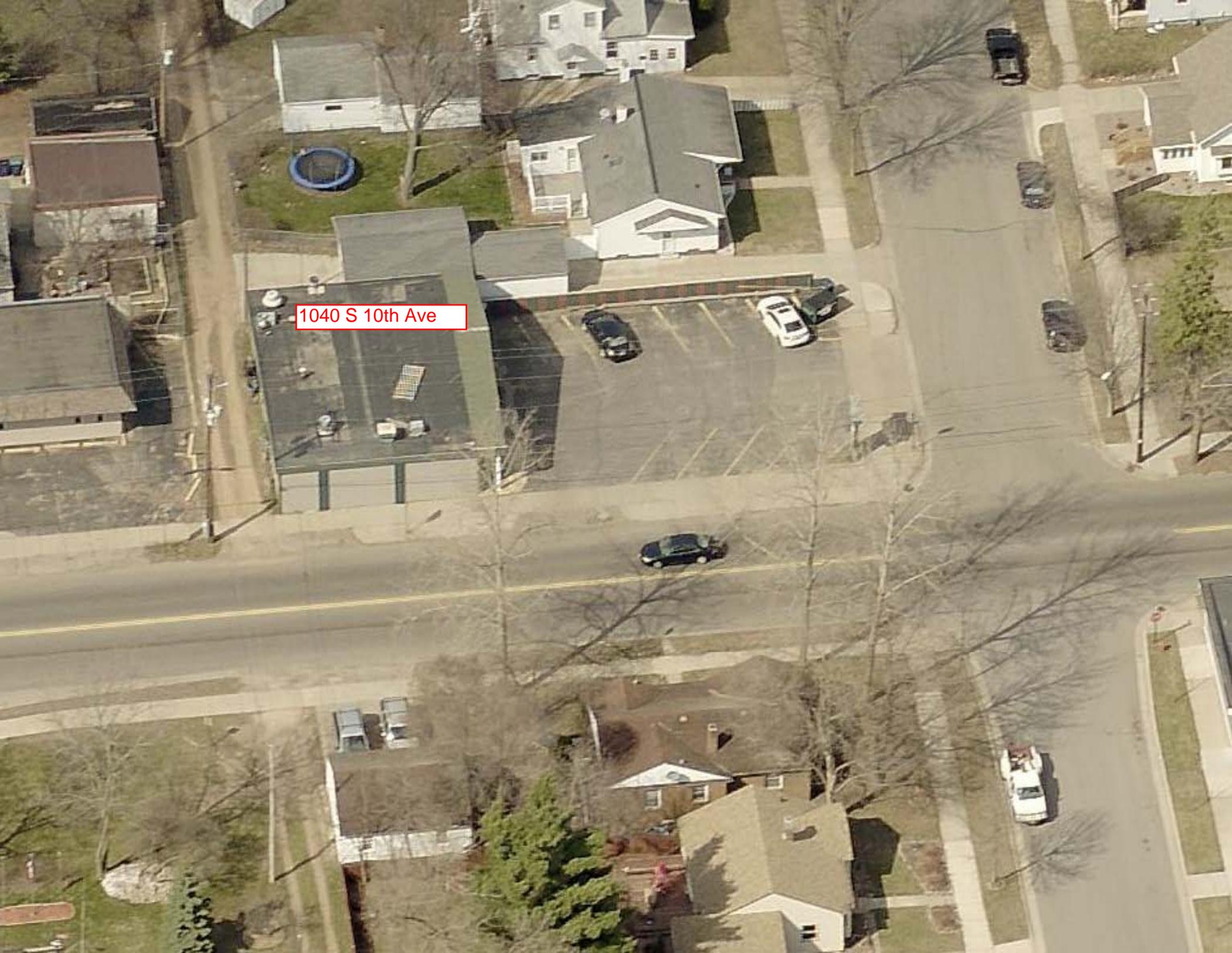
516 W Thomas

510 W Thomas

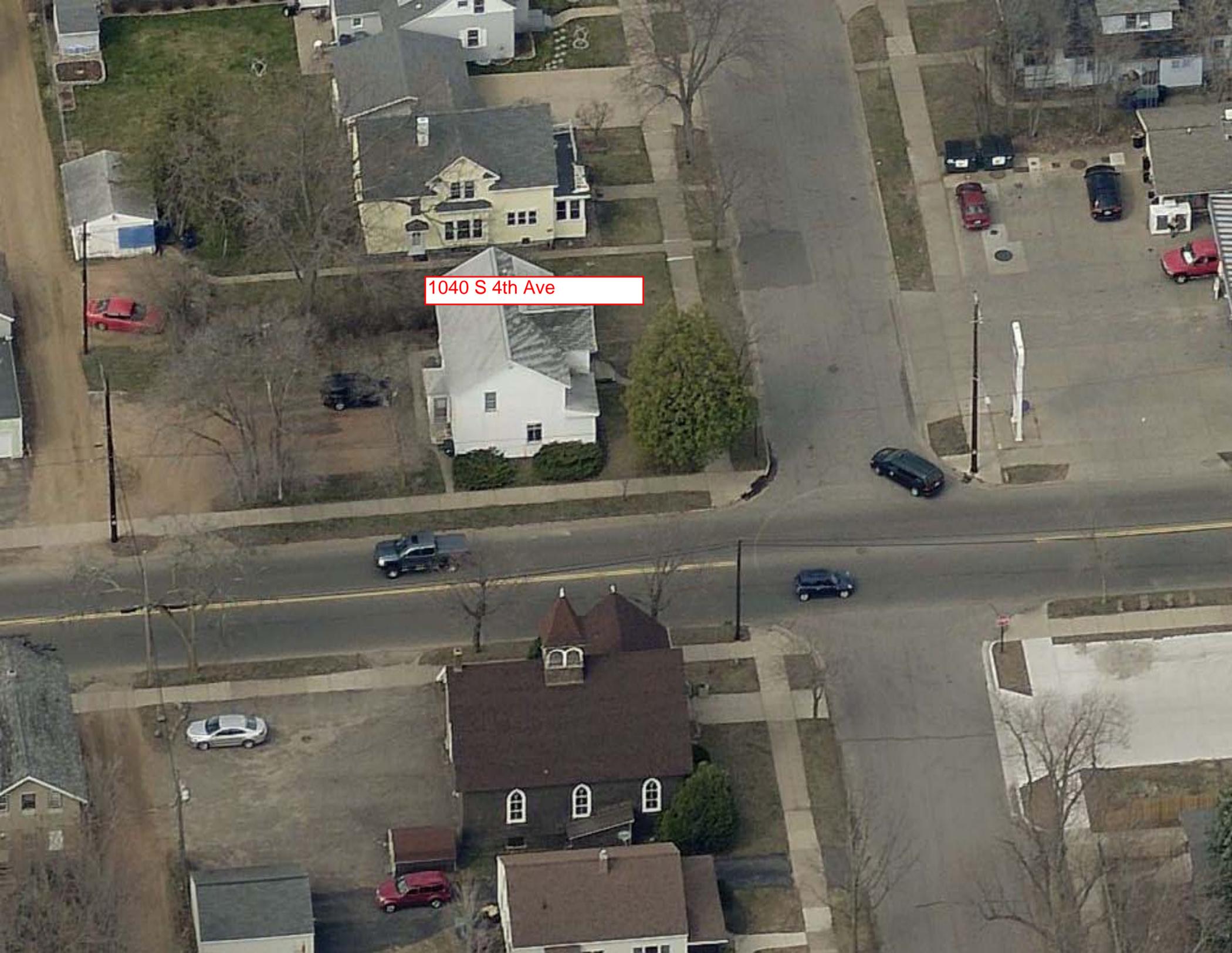
1037/1039 S 5th Ave



1040 S 10th Ave



1040 S 4th Ave





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Office of the City Attorney

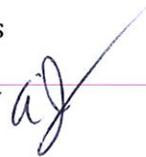
TEL: (715) 261-6590  
FAX: (715) 261-6808

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Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

MEMORANDUM

TO: Finance Committee Members  
FROM: Anne Jacobson, City Attorney   
DATE: May 20, 2016  
RE: Transfer of Schulenburg Pool Property

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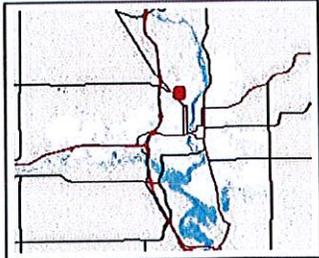
Purpose: To transfer that portion of Schulenburg Pool property owned by the Wausau School District to the City before the reconstruction of Schulenburg Pool commences.

Background: On May 3, 1984, property was deeded from the City of Wausau to Wausau School District.

During the planning for the reconstruction of Schulenburg Pool, it was determined that the pool property is owned by the Wausau School District.

Recommendation: Your approval is recommended.

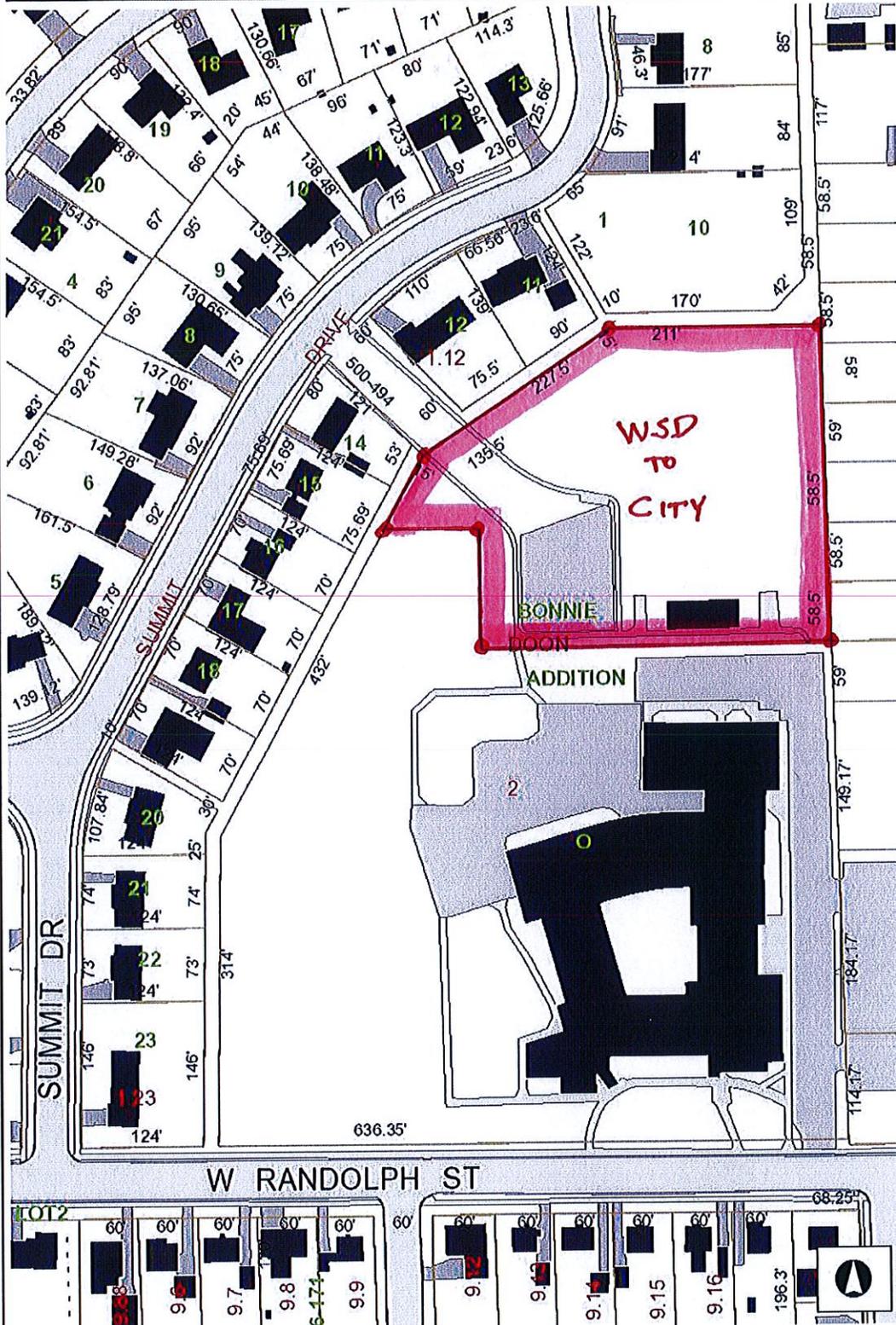
alj



Legend

- Parcels
- Section Lines/Numbers
- Building
- + Railroad
- ▣ Bridge
- ▣ Overpass
- ▣ Paved Road
- ▣ Divided Highway
- ▣ Driveway
- Sidewalk
- Parking
  - ▣ Paved Parking
  - ▣ Unpaved Parking
- Stream - River
- ▣ Pond - Lake
- ▣ Wausau Wetland
- ▣ Swamp

Notes



Map Created: 5/13/2016

75.00 0 75.00 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

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving the transfer of a portion of 500 W. Randolph Street/1533 Summit Drive from the Wausau School District to the City of Wausau	
Committee Action:	Pending
Fiscal Impact:	None
<b>File Number:</b>	16-0513
<b>Date Introduced:</b>	May 24, 2016

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

**RESOLUTION**

**WHEREAS**, on May 3, 1984, property at 500 W. Randolph Street/1533 Summit Drive was deeded from the City of Wausau to the Wausau School District; and

**WHEREAS**, during the planning for the reconstruction of Schulenburg Pool, it was determined that the pool property is owned by the Wausau School District; and

**WHEREAS**, your Finance Committee, at their meeting on May 24, 2016, discussed and approved transferring a portion of 500 W. Randolph Street/1533 Summit Drive from the Wausau School District to the City, by acceptance of a deed.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the appropriate city officials are hereby authorized to execute the necessary documents to accept the transfer of a portion of 500 W. Randolph Street/1533 Summit Drive from the Wausau School District to the City of Wausau.

Approved:

\_\_\_\_\_  
Robert B. Mielke, Mayor