



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

OFFICIAL NOTICE AND AGENDA

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

Meeting of: **JOINT FINANCE AND ECONOMIC DEVELOPMENT COMMITTEES**
 Date/Time: **Tuesday, February 14, 2017 at 4:30 pm.**
 Location: **City Hall, Council Chambers**
 Finance: Lisa Rasmussen (C), Joe Gehin, Karen Kellbach, Dave Nutting, Dennis Smith
 EconDev: Tom Neal (C), Romey Wagner, Pat Peckham, Joe Gehin, Lisa Rasmussen

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

Presenter

FINANCE ONLY ITEMS

- | | | |
|---|--|----------|
| 1 | Minutes of previous meeting(s) (1/24/17) | |
| 2 | Discussion and possible action on amendments to current T-hangar and ground leases and use of revised standard leases for the Wausau Downtown Airport concerning non-aeronautical uses of airport hangars | Alfonso |
| 3 | Discussion and possible action approving the City to procure necessary construction work for the renovation/improvement of Alexander Park as funded by the SES Neighborhood Group. | Lindman |
| 4 | Discussion and possible action to proceed with Sole Source procurement of professional services to complete the Alexander Park Design and construction services. | Lindman |
| 5 | Discussion and possible action to proceed with Sole Source procurement of construction work for the airplane foundation at Alexander park. | Lindman |
| 6 | Discussion and possible action to proceed with Sole Source procurement for professional services with AECOM for construction administration and inspection services related to Phase I of the Thomas Street project. | Lindman |
| 7 | Discussion and possible action regarding accounting for private lateral and well abandonment short term receivables | Lindman |
| 8 | Discussion and possible action to amend sections of the Wausau Municipal Code regarding insurance requirements | Jacobson |

JOINT ITEMS

- | | | |
|----|---|--|
| 9 | Discussion and Possible Action on Tax Increment District Number Six Project Plan Amendment Number 3 including a boundary amendment to include the Liberty Mutual construction site and increase project expenses for developer incentives and infrastructure costs within the district and the 1/2 mile boundary | |
| 10 | Discussion and Possible Action on the Proposal for Marketing and Internet Domain Services | |
| 11 | Discussion and Possible Action on the Proposal for the Property at 309 McClellan Street | |
| 12 | Discussion and Possible Action on the Request from SMJ International on Behalf of Uniti Towers to Construct a New Tower Site in the Vicinity of Stewart Avenue and South 84th Avenue | |
| 13 | Discussion and Possible Action on the Request to Amend the Development Agreement for the Property at 828 South 3rd Avenue | |
| 14 | Discussion and Possible Action on the Master Plan for the Wausau Business Campus Expansion Area and Associated Budget Modifications | |
| 15 | Discussion and Possible Action on the Potential Relocation of Wausau Chemical and Associated Sale and Purchase of Affiliated Properties at 2001 North River Drive | |
| 16 | Discussion and Possible Action on the Sublease, Air Rights and Ground Lease and Parking for the Wausau Center Mall Property | |
| 17 | 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:
▶Discussion and Possible Action on the Proposal for the Property at 309 McClellan Street
▶Discussion and Possible Action on the Request from SMJ International on Behalf of Uniti Towers to Construct a New Tower Site in the Vicinity of Stewart Avenue and South 84th Avenue
▶Discussion and Possible Action on the Request to Amend the Development Agreement for the Property at 828 South 3rd Avenue
▶Discussion and Possible Action on the Master Plan for the Wausau Business Campus Expansion Area and Associated Budget Modifications
▶Discussion and Possible Action on the Potential Relocation of Wausau Chemical and Associated Purchase and Sale of Property at 2001 North River Drive and Affiliated Properties
▶Discussion and Possible Action on the Sublease, Air Rights and Ground Lease and Parking for the Wausau Center Mall Property | |
| 18 | RECONVENE into Open Session to take action on Closed Session items, if necessary. | |
| 19 | Adjournment | |

Lisa Rasmussen, Finance Chair Tom Neal, ED Chair

IMPORTANT: THREE (3) MEMBERS NEEDED FOR A QUORUM: If you are unable to attend the meeting, please notify Mary by calling (715)261-6621 or via email mgoede@ci.wausau.wi.us

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

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 2/09/17 @ 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.

JOINT ECONOMIC DEVELOPMENT AND COMMITTEE FINANCE COMMITTEE

Date and Time: Tuesday, January 24, 2017 @ 5:00 pm., Council Chambers

ED Members Present: Neal (C), Peckham, Rasmussen, Wagner. (Not present: Gehin)

Finance Members Present: Rasmussen (C), Smith, Nutting, Kellbach (Gehin entered at 5:45 pm)

Others Present: Groat, Jacobson, Kujawa, Lindman, Schock, Gisselman, Goede, Lepinski, and other interested parties.

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The Economic Development Committee meeting was called to order by Chairperson Neal.

The first part of the meeting was for ED Committee only agenda items. (See ED minutes regarding this portion.)

The Finance Committee was called to order by Chairperson Rasmussen at 5:40 pm.

JOINT ITEM: Discussion and possible action on the Amendment to the Parking/Sublease Agreement for the Wausau Center Mall

Schock stated we continue to work with the mall receiver to investigate options. He indicated mall representatives were present and further discussion would take place in closed session.

JOINT 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:

► Discussion and possible action on the Amendment to the Parking/Sublease Agreement for the Wausau Center Mall

FINANCE: Motion by Nutting, second by Kellbach to convene in Closed Session. Roll Call Vote: Ayes: Nutting, Kellbach, Smith, and Rasmussen. Not Present: Gehin. Noes: 0. Motion carried 4-0.

ED: Motion by Wagner, second by Rasmussen to convene in Closed Session. Roll Call Vote: Ayes: Rasmussen, Wagner, Peckham, Neal. Not Present: Gehin. Motion carried 4-0.

Both committees RECONVENED into Open Session

Gehin entered the meeting in closed session. No action was taken regarding closed session item.

Adjournment of ED Committee only

Motion by second by to adjourn the Economic Development Committee. Motion carried unanimously. ED adjourned at 6:12 pm.

Finance Committee meeting continues

Minutes of previous meeting(s) (1/10/17)

Motion by Nutting, second by Kellbach to approve the minutes of the previous meeting on 1/10/17. Motion carried 5-0.

Discussion and possible action regarding the sole source purchase request for the Fire Department Rescue Airboat \$74,400.

Chief Kujawa indicated they have done a lot of research to determine what type of boat would best benefit the department. They chose the airboat as opposed to a hovercraft or a flat bottom boat. A committee researched the vendors for airboats and spoke to other buyers. The decision was for American Airboat as the best vendor to move forward.

Motion by Nutting, second by Kellbach to approve the sole source request for the Fire Department Rescue Airboat for \$74,400. Motion carried 5-0.

Discussion and possible action regarding the sole source purchase request for the Fire Department design and consulting services for Fire Station construction and the clarification of scope of work for facility planning.

Rasmussen reviewed that last year the Finance Committee accepted a direct request from the Fire Department to begin the design of the replacement of Station #2.

Kujawa stated we have actually already outgrown the Central Fire Station and the police department may have some space needs as well as we move forward into the future. It is a great location for both the fire and police departments due to the quick access across the river and to the downtown. In discussion, we started thinking about the resources that we have downtown that might be better utilized on the west side, such as the ladder truck which would have more use near the industrial park and bigger box stores on that side. The HazMat Team vehicle is housed downtown which would also probably be better utilized on the west side. The thought while brainstorming this issue is to downsize the central station and move the administrative offices, along with these large vehicles to the west side. She commented the police department could take over space currently there which would be cheaper to renovate than to add a second floor. The site currently allocated for Station #2 on 52 Parkway is not nearly the size it needs to be that would work for future space needs of both departments.

Kujawa stated in 2005 the City of Wausau contracted with Five Bugles to look at design construction at a new Station #2, as well as contracted with them a few years ago to do a space needs analysis and a feasibility study for a remodel at Central Fire Station. She requested approval of Five Bugles for a site location and feasibility study for both departments.

Motion by Nutting, second by Kellbach to approve the sole source request for Fire Department design and consulting services for fire station construction and clarification of scope of work for facility planning. Motion carried 5-0.

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 - Discussion and possible action on approving appraisals and offering price reports for the Thomas Street Reconstruction Project for the following properties:

- ▶ Parcel 6 & 7 - 1401 & 1405 West Thomas St (Webko), counter offer
- ▶ Parcel 20 - 1201-1205 West Thomas St (Treu's Tic Toc), counter offer
- ▶ Parcel 28 - 1014 West Thomas St (Kreager's), counter offer
- ▶ Parcel 52 - 604 West Thomas St (Bredeck Business), counter offer

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

Adjournment Finance Committee

Meeting was adjourned in closed session at 7:02 p.m.

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

JT. RESOLUTION OF AIRPORT COMMITTEE AND FINANCE COMMITTEE

Authorizing Amendment to Current T-Hangar and Ground Leases and Use of Revised Standard Leases for the Wausau Downtown Airport concerning Non-Aeronautical Uses of Airport Hangars.

Committee Action: 6 - 0 (Airport Committee)
(Finance Committee)

Fiscal Impact: None

File Number:

Date Introduced:

FISCAL IMPACT SUMMARY

COSTS	<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>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>			

RESOLUTION

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

WHEREAS, the United States Federal Aviation Administration (FAA) and Department of Transportation (DOT) have issued a final Policy on the Non-Aeronautical Use of Airport Hangars (“Policy”), 81 F.R. 38906, to be effective July 1, 2017; and,

WHEREAS, in general the Policy clarifies the FAA’s position regarding storage of non-aeronautical items in airport facilities designated for aeronautical use; and,

WHEREAS, the City desires to be in compliance with the Policy to ensure it continues to meet its obligations under federal grants assurances made with respect to the Airport to the FAA; and

WHEREAS, it is it is therefore prudent to amend the current T-Hangar Leases and Airport Ground Leases with Airport Tenants to ensure Airport Tenants are aware of and comply with the FAA Policy; and,

WHEREAS, it is further prudent to make revisions to the standard T-Hangar Leases and Airport Ground Leases to be utilized in connection with future Airport Tenants to ensure compliance with the Policy; and

WHEREAS, your Airport Committee, at its January 11, 2017, meeting, and the Finance Committee, at its February 14, 2017, meeting recommend that the standard T-Hangar Lease and the standard Airport Ground Lease be amended to include provisions in accordance with this policy and that all current leases be amended in accordance with the lease amendments set forth in Exhibit 1 attached hereto and incorporated herein.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that appropriate City officials and staff are authorized and directed to take steps to accomplish the amendment of current T-Hangar and Airport Ground Leases at the Airport as set forth in Exhibit 1 attached hereto.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized and directed to execute amendments to current T-Hangar Leases and Airport Ground Leases at the Airport in accordance with Exhibit 1 and direct staff to utilize the revised standard T-Hangar Leases and Airport Ground Leases set forth in Exhibit 1.

Approved:

Robert B. Mielke, Mayor

AMENDMENT TO T-HANGAR LEASE
WAUSAU DOWNTOWN AIRPORT, WAUSAU, WISCONSIN

THIS AMENDMENT TO T-HANGAR LEASE, WAUSAU DOWNTOWN AIRPORT made this _____ day of _____, 2017, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin (“Landlord”), and _____ (“Tenant”).

WHEREAS, Landlord and Tenant have entered into a T-Hangar Lease for certain premises located at the Wausau Downtown Airport dated _____, 20__ (“T-Hangar Lease”); and

WHEREAS the United States Federal Aviation Administration (“FAA”) and Department of Transportation (“DOT”) have issued a final Policy on the Non-Aeronautical Use of Airport Hangars (“Policy”), 81 F.R.38906, to be effective July 1, 2017; and

WHEREAS, in general the Policy clarifies the FAA’s position regarding storage of non-aeronautical items in airport facilities designated for aeronautical use; and

WHEREAS, the parties desire jointly to be in compliance with the FAA Policy.

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

Amendment of Paragraph 15. Paragraph 15 of the T-Hangar lease is deleted in its entirety and replaced with the following:

15. (a) The hangar shall be used for aeronautical purposes which include:
- (i.) Storage of active aircraft;
 - (ii.) Final assembly of aircraft under construction;
 - (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
 - (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
 - (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- (b) Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- to
- (i.) Impede the movement of aircraft in and out of the hangar or impede access aircraft or other aeronautical contents of the hangar;
 - (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
 - (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
 - (iv.) Are used for the conduct of a non-aeronautical business;
 - (v.) Are stored in violation of airport rules and regulations, building codes or local ordinances.

(c) Hangars shall not be used as a residence.

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

CITY OF WAUSAU, WISCONSIN

Robert B. Mielke, Mayor

Attest:

Toni Rayala, Clerk

TENANT:

Signature: _____

Name: _____

Address: _____

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered in this _____ day of _____, 20____, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and _____, Wausau., Wisconsin 54403, hereinafter referred to as "TENANT";

WITNESSETH:

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

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

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

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

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 32.

Within sixty (60) days after the completion of the building, OWNER shall complete preparation of appropriate excavation and installation of base course in preparation for asphalt pavement extending from the building to the taxiway and Eighty feet (80') wide. OWNER shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (48' x 48'/60') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. No lease payment shall be due for 20__, and the payment for 20__ shall reflect the months from the date of occupancy to the end of the year. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless

either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

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

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

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

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

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

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease

agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

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

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

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

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

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

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

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

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

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

19. Obligations of CITY.

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

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

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

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

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

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to

deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to TENANT: _____

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

32. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local ordinances.

C. Hangars shall not be used as a residence.

AMENDMENT TO AIRPORT GROUND LEASE

THIS AMENDMENT TO AIRPORT GROUND LEASE, made this _____ day of _____, 2017, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin (“Landlord”), and _____ (“Tenant”).

WHEREAS, Landlord and Tenant have entered into an Airport Ground Lease for certain premises located at the Wausau Downtown Airport dated _____, 20__ (“Ground Lease”); and

WHEREAS the United States Federal Aviation Administration (“FAA”) and Department of Transportation (“DOT”) have issued a final Policy on the Non-Aeronautical Use of Airport Hangars (“Policy”), 81 F.R.38906, to be effective July 1, 2017; and

WHEREAS, in general the Policy clarifies the FAA’s position regarding storage of non-aeronautical items in airport facilities designated for aeronautical use; and

WHEREAS, the parties desire jointly to be in compliance with the FAA Policy.

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

A new paragraph, Paragraph 32, is added to the Ground Lease as follows:

32. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;

- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local ordinances.

C. Hangars shall not be used as a residence.

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

CITY OF WAUSAU, WISCONSIN

Robert B. Mielke, Mayor

Attest:

Toni Rayala, Clerk

TENANT:

Signature: _____

Name: _____

Address: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Robert B. Mielke, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named _____
_____,
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

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

T-HANGAR LEASE
WAUSAU DOWNTOWN AIRPORT, WAUSAU, WISCONSIN

THIS LEASE, made this ___ day of _____, 20___, by and between the City of Wausau, Wisconsin, hereinafter referred to as "LANDLORD," and _____, hereinafter referred to as "TENANT." LANDLORD hereby leases to TENANT on the following terms and conditions, a T-hangar at the Wausau Downtown Airport.

1. Subject to the provisions in paragraph 2, TENANT accepts T-hangar No. ___ as is for the term of one year commencing January 1, 20___. (Term of lease shall be prorated should TENANT enter into agreement after January 1.) Rent is subject to change upon thirty (30) days' notice of change to TENANT by LANDLORD prior to effective date; and on the anniversary date and every anniversary date of the signing of this lease, the rent shall be increased by four (4) percent or according to rates approved by City Council if applicable. Subject to paragraph 2, this lease shall be automatically renewed on the anniversary date, unless terminated previously. All notices required under this lease should be sent to: City of Wausau, Office of the Finance Director, 407 Grant Street, Wausau, WI 54403-4783, and to TENANT at address shown above.
2. Either LANDLORD or TENANT shall have the right, upon 30 days' notice in writing, to change this LEASE to a month-to-month term, in which case the lease will continue on a month-to-month basis, unless terminated upon 30 days' notice in writing to the other party.
3. On the commencement date of this lease, TENANT shall provide LANDLORD a copy of the Federal Registration form to establish ownership of an airplane. A tenant who does not own an aircraft on the commencement date of this lease shall have sixty (60) days to obtain an aircraft. A copy of the Federal Registration form shall be provided to LANDLORD at the time of purchase of the airplane. If at the end of the sixty (60) days, TENANT has not obtained an airplane, TENANT agrees to vacate the premises. If a tenant sells his aircraft, the above also applies. TENANT is not to assign this lease or sublet the premises or any part thereof without the express written permission of LANDLORD.
4. TENANT agrees to promptly pay the Treasurer for the City of Wausau, in advance, a monthly rental of _____ plus tax, **on or before the first day of each month.** *For rents received after the FIFTH business day of each month, TENANT shall pay a Ten Dollar (\$10.00) late payment penalty on outstanding invoices.* If rent is not received by the 30th day of the month, LANDLORD shall give TENANT thirty (30) days' notice of termination for default of the lease; and if TENANT fails to cure said default within those thirty (30) days, the lease shall automatically terminate. TENANT agrees to pay reasonable attorneys' fees, finance charges and other reasonable costs incurred in the collection of any past-due balance on this lease.
5. LANDLORD shall perform routine repair and maintenance on the premises. TENANT shall promptly report to LANDLORD any need for maintenance. Tenants of the T-hangars equipped with electrically operated doors will routinely inspect the door cable for tension or wear and report any malfunction, unusual noise, or unusual operation when the door is operated.
6. LANDLORD agrees to fulfill its obligation as a landlord as required by Chapter 704, Wisconsin Statutes. TENANT agrees to fulfill its obligation as a tenant as required by Chapter 704, Wisconsin Statutes.
7. LANDLORD will maintain and pay the monthly charge for electrical service into each T-hangar and provide reasonable amounts of exterior lighting during the hours of darkness. TENANT will use only such amounts of electrical current and connect only such devices into the electrical system as the City of Wausau Electrical Inspector may from time to time specifically approve. In addition to TENANT's compliance with all federal, state and local regulations governing the use of preheaters on aircraft, TENANT agrees that the following restrictions shall govern TENANT's use of preheaters on the airport premises. Preheaters are to be used only a limited amount of time prior to flight and are not to be left on continually. The use of non-electric (open-flame) preheaters is prohibited inside of the T-hangars. Prior to use of any approved electric preheater within the T-hangar, TENANT shall be responsible for adequately ventilating the T-hangar area from any accumulation of fuel vapors or any other vapors which may accumulate therein.

8. LANDLORD will keep the blacktop aprons and the taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the T-hangar doors in order TENANT may have reasonably safe passage between the runways and the hangars.

9. LANDLORD or its servants or agents, may upon reasonable advance notice, enter the hangar if LANDLORD has reason to believe an inspection of the hangar is required for the protection of its interests, tenants or others. LANDLORD shall make routine inspection upon 12-hour notice on a monthly basis.

10. TENANT agrees to keep the T-hangar clean and in good order and repair during the term of this lease. TENANT further agrees that TENANT's aircraft shall, at all times, be stored within the lines painted on the floor of the T-Hangar.

TENANT agrees to yield up such hangar on the termination of this lease in like condition as received, ordinary wear and tear, acts of God excepted. Upon TENANT's failure to do so, LANDLORD shall restore the premises to its prior condition without further notice to TENANT; and the cost thereof shall be borne by TENANT.

TENANT further agrees that no flammable material, to include waste oil, shall be stored in the T-hangar other than the usual oil and fuel contained in the aircraft tanks and engines and lubricants required for the service of the aircraft.

11. The airport manager will maintain a key for each T-hangar for specified purposes of maintenance, repairs and inspections. The airport manager is prohibited from making trips to the airport with duplicate keys during nonduty hours. Duty hours are from 8:00 a.m. until 5:00 p.m., Monday through Friday. TENANT may allow other persons to have keys to his hangar, however, with no personal liability to LANDLORD. At the termination of this lease, all keys, including all duplicate keys given by TENANT to other persons, shall be given to the airport manager. At the time a new tenant takes possession of the leased premises, TENANT may, at its option, request LANDLORD to change the lock on the leased premises. The cost of the lock change shall be assessed to the new tenant.

12. TENANT agrees that the hangar doors shall be closed and the lights turned off when the hangar is unattended, and that no aircraft engine shall be operated within the hangar.

13. TENANT shall not make any alterations to the T-hangar without the prior written consent of LANDLORD, and then only in strict compliance with specifications established by LANDLORD.

14. No commercial business whatsoever, of any kind or nature, will be conducted in or from the hangar.

15. (a) The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

(b) Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local ordinances.

(c) Hangars shall not be used as a residence.

16. TENANT agrees to hold harmless and indemnify LANDLORD, its agents, or assigns, from all claims, demands, actions, judgments or liabilities, whatsoever, on account of or in any way arising out of a tenant's use of the premises of aircraft upon or within the Wausau Downtown Airport.

17. TENANT agrees to defend at TENANT's expense and cost any lawsuits or claims of whatever nature brought against TENANT, arising out of or resulting from TENANT's use of the hangar or operation of aircraft within the boundaries of the airport.

18. TENANT agrees to obey all the laws, rules, regulations and ordinances that may be promulgated from time to time by the United States of America, the State of Wisconsin or the City of Wausau, as applies to TENANT's use of the hangar or the airport.

19. TENANT shall maintain general liability insurance in an amount not less than \$100,000 per person and \$300,000 per occurrence for all damages arising out of bodily injury or property damage. TENANT shall provide LANDLORD a current copy of their general liability insurance certificate showing they have obtained coverage with the minimum limits as stated above. If at the end of the sixty (60) days, TENANT has not obtained insurance coverage as stated above, TENANT agrees to vacate the premises.

20. TENANT shall have the right to the nonexclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to the approval of LANDLORD in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of TENANT's aircraft; the right of ingress and egress from the demised premises; the right in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways and other conveniences for the take-off, flying and landing of aircraft.

21. TENANT agrees that if legal proceedings are required to enforce any provision or remedy of this lease, all expenses, including reasonable attorneys' fees, shall be included in any judgment which is rendered.

MAKE AND MODEL OF AIRCRAFT TO BE STORED _____

YEAR _____ REGISTRATION NUMBER _____

APPRAISED VALUE _____ INSURANCE COMPANY _____

ADDRESS OF INSURANCE COMPANY _____

EFFECTIVE DATE OF COVERAGE _____ EXPIRATION DATE _____

INSURANCE AGENT'S NAME _____

AGENT'S ADDRESS _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 20____, in the City of Wausau.

In the Presence of

TENANT BY:

Witness Signature

Tenant Signature

Address

In the Presence of

CITY OF WAUSAU (LANDLORD) BY:

Witness Signature

Robert B. Mielke, Mayor

Department of Public Works



Eric Lindman, P.E.
Director of Public Works and Utilities

TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: February 3, 2017

SUBJECT: SES Neighborhood Group Park Funding – City Contracting

The Southeast Side (SES) Neighborhood Group has been planning the development of Alexander Park for the last 2-years. The SES Group is proposing to turn this park into an airport themed park for the community. They have been actively soliciting donations for the design and construction of the proposed work through community members as well as area foundations. Currently the SES Group has over \$547,000 donated to complete this project; the project is estimated at \$581,000.

The SES Group is not an entity that can enter into a contract, because of this they have requested that all construction contract work be done through the City. The City will either sole source the construction work (if approved) or bid the construction work in accordance with the City procurement policy. All construction work contract payments and necessary change orders will be brought to the BPW for approval, the City will make payments to the contractor and then the City will request reimbursement from the SES Group for completed work.

Please find attached a funding commitment letter from the SES Group for this project.

Staff supports and recommends the City enter into construction contracts for the Alexander Park improvements to assist the SES Group in completing these improvements.

January 20, 2017

Mayor Robert Mielke
City of Wausau
407 Grant Street
Wausau, WI 54403

Dear Robert:

The Community Foundation of North Central Wisconsin is proud to administer the Alexander Airport Park Fund.

Funds raised and held in the Fund are specifically there to pay for improvements/expenditures related to the reconstruction of the Alexander Airport Park and support the aeronautical theme.

We understand and confirm that the payment stream for those improvements will go to the City of Wausau for expenses incurred.

Please submit invoices for approval by the Fund Representative, John Hattenhauer, for approval. We will then be able to make payments out of the Fund. If you need anything further, please let me know.

Sincerely,



Jean Tehan
Executive Director



WAUSAU AND MARATHON COUNTY PARKS, RECREATION, AND FORESTRY DEPARTMENT

212 River Drive, Suite 2
Wausau, WI 54403-5476
www.ci.wausau.wi.us

Telephone (715) 261-1550
Facsimile (715) 261-1565
www.co.marathon.wi.us



Alexander Airport Park

The Southeast Side (SES) Neighborhood Group has been researching converting Alexander Park into an airport themed park for 2 years. In October of 2015 they began discussing their ideas with Becher Hoppe Associates (BHA) which has provided pro bono services up to this point.

The majority of the project including future engineering work is funded by private donations. They currently have \$547,000 pledged with over \$425,000 in hand. The City contribution is \$37,500 that had previously been budgeted for playground improvements at Alexander Park.

The construction project will be administered by the Park Department under a Board of Public Works contract. The SES would also like the Park Department to administer the contract for final design and construction administration with BHA.

The Park Department is requesting a sole source contract to continue working with BHA for final design and construction administration. Due to the work already put into the project by BHA a sole source contract would be the most cost effective way to finalize design and construction administration for this project. A sole source contract would also allow the SES to continue working with a design firm that they have developed a level of comfort with as they proceed with this donor funded project.



330 N. 4th Street, Wausau, WI 54403-5417
Telephone: 715-845-8000 | www.becherhoppe.com

December 9, 2016

Peter Knotek
Assistant Director
Wausau & Marathon County Parks, Recreation, and Forestry Department
212 River Rd, Suite 2
Wausau, WI 55403

Subject: Proposal/Agreement for Alexander Park Improvements
Alexander Park, City of Wausau

Dear Mr. Knotek:

SCOPE/DESCRIPTION

Survey and Civil engineering design services for Alexander Park. See the attached scope of services for more information.

BASIC SERVICES

Basic Services to be provided by Becher-Hoppe Associates, Inc. (BHA) shall include the following:

1. Geotechnical Services
2. Topographic Survey, Design & Bidding
3. Construction Staking, Weekly Construction Meetings & Limited Site Support to the City
4. Design Coordination Meetings

See attached Scope of Services.

ADDITIONAL SERVICES

We can provide additional services as may be required, and will provide a Proposal for such services upon request.

CLIENT RESPONSIBILITIES

The Client shall provide, or make available, all relevant information and data pertaining to this project to Becher-Hoppe Associates, Inc. The Client shall also provide access to all private and public property which is required for Becher-Hoppe Associates, Inc. to perform their services. See the Attached Scope of Services Assumptions and Representations.

COMPENSATION

Compensation for our work shall be on the basis of the following fee schedules:

Design and Bidding	\$34,600	LS
Construction Services	\$15,790	T&M NTE
Meetings / Miscellaneous Services	\$11,320	T&M NTE
Geotechnical Services	<u>\$2,800</u>	LS
Project Total	\$64,510	

See attached Scope of Services.



PROJECT PERSONNEL

The Project Manager will be Chad Grundemann, PE who may be reached by telephone at 715-845-0408, or email at cgrundemann@becherhoppe.com. If the Project Manager is unavailable, your secondary contact will be Marijean Hoppe at 715-845-0417.

TIME FRAME

We will commence work on this Project immediately upon receipt of your accepted copy of this Proposal/Agreement. We anticipate completion of our Design & Bidding Services by April 2017.

STANDARD CONDITIONS

Included with the Proposal/Agreement are our Standard Agreement Provisions which are part of this Proposal/Agreement for professional services. Please review this document.

ACCEPTANCE

If the terms of this Proposal/Agreement are acceptable, please sign both copies of this Proposal/Agreement. Return one signed copy to our office for our files and as our authorization to begin work. This proposal is valid for 30 days.

We look forward to the opportunity to be of service.

Sincerely,

Chad Grundemann, PE
Project Manager

ACCEPTED BY:

City of Wausau

Signature: _____

Title: _____

Date: _____



Becher-Hoppe Associates, Inc. Standard Agreement Provisions

1. Billings and Payments

Becher-Hoppe Associates, Inc. (Consultant) will provide Client with monthly invoices. Payment is due upon receipt. Amounts unpaid after 30 days will bear interest of 1.5% per month (18% annually) until paid.

2. Construction Phase Services

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

3. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this agreement.

4. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

5. Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

6. Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

7. Opinion of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

8. Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

9. Termination of Contract

Client may terminate this Agreement with seven days' prior written notice to Consultant. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

10. Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

11. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies, (also known as hard copies) which are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Scope of Services - DRAFT

Alexander Park
City of Wausau
SouthEast Neighborhood Group



Attn: Peter Knotek
Date Friday, December 09, 2016

A. Research & Data Collection - <i>Provided by City as Necessary</i>		Provided by Client	Not Included	Included
A. 1	Legal Description of the subject property		x	
A. 2	Title Opinion/Abstract depicting Deed Restrictions & Easements - Provided by the City.	City		
A. 3	Existing Site Survey Information (as available) - Provided by the City.	City		
A. 4	Obtain, Review and Incorporate GIS or Tax Parcel Mapping Data			x
A. 5	Obtain, Review and Incorporate WDNR Wetland Inventory Mapping		x	
A. 6	Obtain, Review and Incorporate FEMA Flood Plain Mapping		x	
A. 7	Obtain, Review and Incorporate Soils Mapping			x
A. 8	Obtain, Review and Incorporate Available As-built Information			x

Estimated Fee: **\$0**

B. Topographic & Boundary Surveying		Provided by Client	Not Included	Included
B. 1	Boundary Survey (provided by the city of Wausau)		x	
a	Stake Lot Corners (CSM provided by the City of Wausau)		x	
b	Stake Lot Lines - Intervisible Points		x	
B. 2	Topographic Survey - U.S.G.S. or Local Elevation Datum including:			x
a	Ground Contours <u>1</u> foot intervals			x
b	Water Bodies/Drainage Courses			x
c	Streets, Drives, Sidewalks, Pavement Areas			x
d	Visible Utilities			x
e	Underground Utility Markings (as marked by Digger's Hotline or Owner)			x
f	Utility Inverts (Manholes, Inlets, Culverts)			x
g	Tree/Landscape/Retaining Wall Lines			x
h	Individual Trees			x
i	Buildings and Structures			x
j	Signs			x
k	Other Features as visible			x
B. 3	Subdivision of Lands		x	
a	Legal Description	Number of Lots _____	x	
b	Certified Survey Map	Number of Lots _____	x	
c	Preliminary Plat	Number of Lots _____	x	
d	Final Plat	Number of Lots _____	x	
e	Public Meetings	Number of Mtgs _____	x	
f	Client Meetings	Number of Mtgs _____	x	
B. 4	American Land Title Survey (ALTA Survey)		x	
B. 5	Review of Easements/Title Opinion/Abstract (as provided by Client)			x
B. 6	Generate Electronic Survey Map			x
B. 7	QA/QC Independent Review			x

Estimated Fee: **\$3,000**

Scope of Services - DRAFT

**Alexander Park
City of Wausau
SouthEast Neighborhood Group**



Attn: Peter Knotek
Date: Friday, December 09, 2016

C. Conceptual Design - <i>Previously Provided by Becher Hoppe</i>		Provided by Client	Not Included	Included
C. 1	Initial Meeting with Client to review project objectives		x	
	a. Meeting with Client to discuss concept layouts and review project objectives		x	
	b. Meeting with Client to review final concept and review project objectives		x	
C. 2	Review Local Infrastructure Requirements		x	
C. 3	Review Storm Water Requirements		x	
C. 4	Proposed Building Footprint		x	
	a Door Locations		x	
	b Elevation Drop Outside Building		x	
	c Walkout/ Varying FFE's		x	
	d Roof Drainage Plan		x	
	e Loading Zone Location/Height		x	
	f Truck Docks		x	
C. 5	Proposed Utility Connections (at building)		x	
	a Location at Building		x	
	b Material		x	
	c Size		x	
	d Depth at Building		x	
C. 6	Proposed Site Utility Routings		x	
	a Storm Sewer		x	
	b Sanitary Sewer		x	
	c Water		x	
	d Electric		x	
	e Gas, Telephone, Cable		x	
C. 7	Miscellaneous Site Plan Items		x	
	a Retaining Wall Location		x	
	b Parking		x	
	c Loading Zone		x	
	d Drive-Through		x	
	e Refuse Collection		x	
	f Facility Signage		x	
C. 8	Conceptual Development Plans		x	
	a Number of Alternatives		x	
	b Pencil Sketch Plan		x	
	c CAD Sketch Plan		x	
	d Color Presentation Exhibit		x	
C. 9	Deliverables		x	
	a Hard Copies		x	
	b 8 1/2" x 11" Number	0	x	
	c 11" x 17" Number	0	x	
	d 24" x 36" Number	0	x	
	e Electronic Copies		x	
	f PDF Format		x	
	g DWG Format		x	
C. 10	Incorporate "Concept Plan" (From Facility Owner) into City Mapping		x	
C. 11	Preliminary Opinion of Probable Construction Cost		x	
C. 12	QA/QC Independent Review		x	

Estimated Fee: **\$0**

D. Rezoning - <i>Not Necessary For This Project</i>		Provided by Client	Not Included	Included
D. 1	Complete Required Applications		x	
D. 2	Provide Site Drawings to Client for Submittal		x	
D. 3	Color Renderings		x	
D. 4	Exhibits		x	
D. 5	Project Narrative		x	
D. 6	Full Size Presentation Boards		x	
D. 7	Submit Rezone Package to Municipality		x	
D. 8	Meeting Attendance		x	

Estimated Fee: **\$0**

Scope of Services - DRAFT

Alexander Park
City of Wausau
SouthEast Neighborhood Group



Attn: Peter Knotek

Date Friday, December 09, 2016

E. Preliminary Design		Provided by Client	Not Included	Included	
E. 1	Meeting with Client to refine project objectives - Scoping Meeting 11/21/16			x	
E. 2	Phase 1 Environmental Site Assessment	City	x		
E. 3	Wetland Delineation				
E. 4	Title Sheet			x	
E. 5	Existing Conditions Plan - Topo Survey Plan sheet			x	
E. 6	Demolition/Removal Plan			x	
E. 7	Project Overview Plan for Zoning approval			x	
E. 8	Site Layout Plan			x	
E. 9	Site Grading Plan w/ Spot Grades			x	
E. 10	Site Erosion Control Plan			x	
E. 11	Site Utility Plan			x	
E. 12	Construction Details			x	
E. 13	Water Main (Public)			x	
E. 14	Sanitary Sewer (Public)			x	
E. 15	Roadways			x	
E. 16	Landscape Plan			x	
E. 17	Lighting Plan			x	
E. 18	Traffic Impact Assessment			x	
E. 19	Permitting/Regulatory Approvals				x
	a Municipality		Number of Meetings _____	x	
	b Site Plan		x		
	c Driveway		x		
	d County	Number of Meetings _____ 0	x		
	e Zoning		x		
	f Highway		x		
	g WDNR (refer to Storm Water Management Section)			x	
	h WDSPS Sanitary Service - Plumbing Designer to provide Building Plumbing Submittal for Reference		x		
	i WDSPS Water Service - Plumbing Designer to provide Building Plumbing Submittal for Reference		x		
	j Public Water Main		x		
	k Public Sanitary Main		x		
	l WisDOT	Number of Meetings _____ 0	x		
E. 20	Mapping Exhibits		x		
	a Annexation Exhibits		x		
	b Easement Exhibits		x		
	c Street/Alley Vacation Exhibits and Descriptions		x		
E. 21	Preliminary Opinion of Probable Construction Cost			x	
E. 22	QA/QC Independent Review - Meeting with Client & City			x	

Estimated Fee: \$12,880

Scope of Services - DRAFT

Alexander Park
City of Wausau
SouthEast Neighborhood Group



Attn: Peter Knotek
Date Friday, December 09, 2016

F. Storm Water Management		Provided by Client	Not Included	Included
F. 1	Soil Test Pits or Borings (for Storm Water)			AET
	a Field Locate Test Pits or Borings			AET
	b Perform Excavation or Borings			AET
	c Field Characterization			AET
	d Preparation of Test Pits Logs			AET
F. 2	Soil Characterization for Infiltration Analysis			AET
F. 3	Storm Water Management Plan			x
	a On-Site Storm Water Detention/Retention			x
	b Off-Site Storm Water Detention/Retention		x	
	c On-Site Infiltration			x
	d On-Site Total Suspended Solids (TSS) removal			x
	e Underground Storm Water Detention/Retention		x	
	f Decorative Storm Water Detention/Retention		x	
	g Stormwater Capture & Re-use		x	
F. 4	Storm Water Management Plan Permitting			x
	a NR 151 / 216 Compliance (for sites < 1 acres of disturbance)		x	
	b Municipality (City of Wausau)			x
	c County		x	
	d WDNR (NOI)			x
F. 5	Wetland & Waterway Permitting		x	
	a DNR - Chapter 30 (General Permit)		x	
	b DNR Chapter 30 (Individual Permit)		x	
	c County Shoreland Zoning		x	
	d Flood Plain Study		x	
	e Flood Encroachment Study		x	
	f USACOE Section 404 Permitting		x	
F. 6	QA/QC Independent Review			x

Estimated Fee: \$5,180

Scope of Services - DRAFT

**Alexander Park
City of Wausau
SouthEast Neighborhood Group**



Attn: Peter Knotek
Date Friday, December 09, 2016

G.	Final Design	Provided by Client	Not Included	Included
G. 1	Technical Specifications for Becher Hoppe Design			x
	a Within Drawing Set		x	
	b Document Format (Becher Hoppe / City, GSI, AIA, Client)		x	x
	c Special Requirements		x	
G. 2	Project Manual			x
	a Contract Document Type (EJCDC, AE, Client)			x
	b Insurance Requirements			x
	c Bonding Requirements			x
	d Liquidated Damages			x
	e MBE/WBE Requirements			
	f Construction Schedule			x
G. 3	Title Sheet			x
G. 4	Existing Conditions Plan - Topo Survey Plan sheet			x
G. 5	Demolition/Removals Plan			x
G. 6	Project Alternative Bid Items/Phasing			x
G. 7	Site Layout Plan			x
G. 8	Site Grading Plan			x
G. 9	Site Utility Plan		x	
	a Sanitary Sewer Service		x	
	b Water Service		x	
	c Storm Sewer		x	
	d Electric - general note only		x	
	e Gas - general note only		x	
	f Telephone - general note only		x	
	g Cable TV		x	
	h Private Sanitary Lift Station		x	
	i Private Forcemain		x	
	j Private Well		x	
	k Private Septic		x	
G. 10	Construction Details			x
G. 11	Roadways		x	
G. 12	Landscape Plan		x	
G. 13	Lighting Plan / Retaining Walls		x	
G. 14	Proposed Easement Descriptions		x	
G. 15	Cut/Fill Analysis			x
G. 16	Pavement Mix Design		x	
G. 17	Deliverables			x
	a Construction Drawings (Hardcopy)	Number _____	x	
	b 8 1/2" x 11" Number		x	
	c 11" x 17" Number		x	
	d 24" x 36" Number		x	
	e Specifications/Project Manual (Hardcopy)	Number _____	x	
	f Electronic Copies			x
	g PDF Format (11x17)			x
	h DWG Format			x
G. 18	QA/QC Independent Review - Meeting with Client and the City			x

Estimated Fee: \$10,930

Scope of Services - DRAFT

**Alexander Park
City of Wausau
SouthEast Neighborhood Group**



Attn: Peter Knotek
Date Friday, December 09, 2016

H. Bidding Services		Provided by Client	Not Included	Included
H. 1	Schedule of Bid Items			x
H. 2	Engineer's Estimate of Probable Construction Cost			x
H. 3	Advertise for Bids	City		
	a Electronic Bidding	City		
	b Hard Copies		x	
H. 4	Invitation to Bid			x
H. 5	Plan Reproduction			x
			Number of Plan Sets	5
H. 6	Project Manual Reproduction			x
			Number of Proj Manuals	5
H. 7	Plan Distribution	City		
H. 8	Bid Addenda			x
H. 9	Bidders' Questions			x
H. 10	Attend Bid Opening			x
H. 11	Bid Tabulation	City		
H. 12	Bidders' Qualifications	City		
H. 13	Recommendation	City		
H. 14	Notice of Award	City		

Estimated Fee: **\$2,610**

I. Construction Administration - Provided by City with Becher Hoppe Support		Provided by Client	Not Included	Included
I. 1	Meeting on site			x
	a Pre-Con	1		x
	b Weekly meetings (2 hrs each)	12		x
	c Final Walk Thru	1		x
	d Verification Completion	City		
	e Erosion Control Items	By Contractor		
	f Requested meetings by the City, cost per meeting - see Additional services.			Ad serv.
	g Asphalt Mix Design		x	
	h Other		x	
I. 2	Shop Drawing Review			x
I. 3	Alternate ("Or-Equal") Materials Review	City		
I. 4	Review & Comment on Payment Applications (Monthly)	City		

Estimated Fee: **\$7,000**

J. Resident Project Representative		Provided by Client	Not Included	Included
J. 1	Construction Observation - Full Time		x	
J. 2	Construction Observation - Part Time		x	
J. 3	Construction Observation - Periodic	City		
J. 4	Observe and Document	City		
J. 5	Measure Unit Price Item Quantities		x	
J. 6	Erosion Control Inspections (Weekly and Following 1/2 inch Precipitation)	By Contractor		

Estimated Fee: **\$0**

Scope of Services - DRAFT

Alexander Park
City of Wausau
SouthEast Neighborhood Group



Attn: Peter Knotek
Date Friday, December 09, 2016

K.	<i>Construction Testing - Provided by the City as Necessary</i>	Provided by Client	Not Included	Included
K. 1	Concrete Field Testing	City		
	a Slump			
	b Slump & Air			
	c Slump, Air Content, & Test Cylinders			
	d Number of Cylinders _____			
	e Other _____			
K. 2	Concrete Laboratory Testing	City		
	a Compression Testing of Cylinders			
	b Number of Cylinders _____			
	c Other _____			
K. 3	Soil Field Testing	City		
	a Compaction Tests - Nuclear Gauge			
	b Number of Site Visits _____			
	c Number of Tests _____			
	d Item Testing _____			
K. 4	Soil Laboratory Testing	City		
	a Modified Proctor			
	b Number of Tests _____			
	c Other _____			
K. 5	Asphalt Field Testing	City		
	a Compaction Tests - Nuclear Gauge			
	b Number of Site Visits _____			
	c Number of Tests _____			

Estimated Fee: \$0

Scope of Services - DRAFT

Alexander Park
City of Wausau
SouthEast Neighborhood Group



Attn: Peter Knotek
Date Friday, December 09, 2016

L.	Construction Surveying/Staking	<i>Estimated Trips</i>	5	Provided by Client	Not Included	Included
L. 1	Set 2 Benchmarks					x
L. 2	Set 3 Horizontal Control Points					x
L. 3	Building Corners for Open Shelter - Number of Corners (up to 4)		1			x
	a Actual Corners					x
	b Offset Staking					x
	c Finished Floor Elevation - see benchmarks					x
L. 4	Property/Right-of-Way Line				x	
L. 5	Easement Boundary				x	
L. 6	Silt Fence				x	
L. 7	Clearing Limits				x	
L. 8	Playground staking			By Contractor		
	a Subgrade - 25 Foot Grid (2 trips)			By Contractor		
	b Pier foundations (2 trips)			By Contractor		
	c Ruberized material subgrade = 25 Foot Grid (1.5 trips)			By Contractor		
L. 9	Sidewalk Runways/Taxiways Subgrade (Blue tops) - 50 Foot Grid (1 trip)		1			x
L. 10	Sidewalk Runways/Taxiways Gravel Surface (Red tops) - 50 Foot Grid (one trips)		1			x
L. 11	Grading Limits				x	
L. 12	Sidewalk/Path (1 trip)		1			x
L. 13	Edge of Pavement				x	
L. 14	Road Centerline				x	
L. 15	Slope Staking				x	
L. 16	Storm Sewer Items (one trip)		1			x
	a Storm Sewer Structures					x
	b Drainage Swale					x
	c Storm Detention/Retention-Infiltration Basins					x
L. 17	Sanitary Sewer Items				x	
L. 18	Water Distribution Items				x	
L. 19	Curb & Gutter - 25 Foot Intervals, Radius Pts., Curve Pts. (0 trips)				x	
L. 20	Retaining Walls				x	
L. 21	Floodplain Boundary				x	
L. 22	Setback Lines				x	
L. 23	Light Pole Bases (additional services)				x	
L. 24	Pull Boxes (additional services)				x	

Estimated Fee:

\$8,790

Scope of Services - DRAFT

**Alexander Park
City of Wausau
SouthEast Neighborhood Group**



Attn: Peter Knotek
Date Friday, December 09, 2016

M. Meetings / Miscellaneous Services		Provided by Client	Not Included	Included
M. 1	Phased Bid Packages		x	
M. 2	Developer's Agreement Coordination		x	
M. 3	Archaeological Survey		x	
M. 4	Endangered Species Survey		x	
M. 5	Industrial SWPPP		x	
M. 6	Progress Reports		x	
M. 7	Fast Track Schedule		x	
M. 8	Special Design Considerations		x	
	a Water Table		x	
	b Unsuitable Soils		x	
	c Soil/Water Contamination		x	
M. 9	Specific CAD Standards		x	
	a Client Border		x	
	b Client Layer Control		x	
M. 10	Grant Writing		x	
M. 11	Special Coordination Meeting preparation, agenda, meeting, minutes			x
	a Playground equipment	1		x
	c Shelter	1		x
	c Education	1		x
	d Benches / Water fountains / exersize stations	1		x
	e Lighting	1		x
	f Relocation of Jet	1		x
	g Donation Plaques	1		x
	h Alternatives for Bidding meeting	1		x
	i miscellaneous meeting request			Addl
M. 11	Retaining Wall Design		x	

Estimated Fee:

\$11,320

O. Assumptions & Representations

- O. 1 To verify property encumbrances, we strongly recommend that the City obtain and review the Title Policy. We can request a Title Search on behalf of the Project as Additional Services. Without a Title Policy, we assume no liability for plans not conforming to existing encumbrances.
- O. 2 Construction Staking estimate is based on 5 total trips - Preparation plus 8 hours per trip field time for the crew. Any additional trips due to construction methods or unforeseen circumstances will be additional services.
- O. 3 Construction Staking of column lines are outside of our scope of this proposal.
- O. 4 A boundary survey if required will be additional services.
- O. 5 Offsite improvements, access permitting, traffic studies, and environmental services are outside the scope of this proposal.
- O. 6 Lighting is not included and will be additional services.
- O. 7 No waterway or wetland permitting is included.
- O. 8 Items in this proposal are based on the conceptual site layout and the November 21, 2017 Scoping Meeting.
- O. 9 Topographic survey is based on winter snow cover conditions.

Scope of Services - DRAFT

Alexander Park
City of Wausau
SouthEast Neighborhood Group



Attn: Peter Knotek
Date Friday, December 09, 2016

P. Estimated Fees

Services provided, as described above, will be reimbursed by the Client at the estimated fee "Project Total" listed below. The breakdown below is listed for informational purposes only.

A.	Research & Data Collection - Provided by City as Necessary	\$0	
B.	Topographic & Boundary Surveying	\$3,000	
C.	Conceptual Design - Previously Provided by Becher Hoppe	\$0	
D.	Rezoning - Not Necessary For This Project	\$0	
E.	Preliminary Design	\$12,880	
F.	Storm Water Management	\$5,180	
G.	Final Design	\$10,930	
H.	Bidding Services	\$2,610	
	Design & Bidding Subtotal	\$34,600	LS
I.	Construction Administration - Provided by City with Becher Hoppe Support	\$7,000	
J.	Resident Project Representative	\$0	
K.	Construction Testing - Provided by the City as Necessary	\$0	
L.	Construction Surveying/Staking	\$8,790	
	Construction Services Subtotal	\$15,790	T&M NTE
M.	Meetings / Miscellaneous Services	\$11,320	T&M NTE
N.	Geotechnical Services	\$2,800	LS
	Project Total	\$64,510	
 Additional Services			
	Construction Staking - Additional 1 day, 2 man trip	\$1,600	per trip
	Requested construction meetings by the City, cost per meeting	\$375	per meeting
	Requested miscellaneous meetings by the Client, cost per meeting	\$1,000	per meeting

Note: Fees assessed or charged by an approving authority such as review fees, advertising fees, permit application fees, or recording fees are not included and shall be paid for directly by the client.



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

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

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

Ongoing Sole Source – 365 days One Time Sole Source Request

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

Engineering professional services from Becher Hoppe Associates (BHA) to complete the design, bidding and construction services for the enhancement of Alexander Park. BHA is proposing to complete this work at a cost of \$64,510.

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

BHA has been assisting the Southeast Side (SES) Neighborhood Group to convert Alexander Park into an airport themed park. Up to this point BHA has been doing this work pro bono. In order to move forward to complete the final designs, bidding documents and oversee the construction BHA has presented a proposal for these services.

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

BHA has already completed renderings of the proposed project and has completed necessary surveying to move forward with designs. Due to BHA’s involvement in the development of this project utilizing their services to complete the designs would be the most cost effective.

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

No other firms have been contacted to perform this work. The SES Neighborhood Group has been working with BHA for the past year. This project will be primarily funded by the SES Neighborhood Group (over 90%) with \$37,500 provided by the City Parks Department; previously budgeted for playground improvements at the park.

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

Price for services was reviewed based on experience and comparison with other projects. Typically design and construction management services are 15-20% of the total project cost with these types of similar projects. The proposed costs by BHA are about 12% of the total estimated project.

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

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

Department: Public Works & Utilities

Preparer: Eric Lindman

Vendor Name: Becher Hoppe Associates

Expected amount of purchase or contract: \$64,510

Department Head Signature: **Date:**

Finance Director Signature: **Date:**



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

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

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

Ongoing Sole Source – 365 days One Time Sole Source Request

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

Construction of an Aircraft Display Foundation for the mounting of the Corsair Aircraft that will be moved from the current VFW site on River Drive to Alexander Park. Merrill Iron & Steel has specially designed this foundation to accommodate this aircraft; construction cost is estimated at \$42,100.

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

Construct a foundation in accordance with air force recommendations for the mounting of a Corsair aircraft to be displayed at the Alexander park.

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

The foundation was best designed by a fabricator in order to ensure products and mounting capability was feasible with materials. Also the USAF had some input as to specifications for the foundation and method of mounting the plane as they will be assisting in the actual placement of the plane on the new foundation. Since Merrill Iron & Steel designed the foundation in consultation with the USAF they have the unique knowledge of what will be required and they will be fully responsible for all design & installation.

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

The SES Neighborhood Group has been working through BHA for the past year and Merrill Iron & Steel has been a part of this work as well. This project will be primarily funded by the SES Neighborhood Group (over 90%) with \$37,500 provided by the City; previously budgeted for playground improvements at the park.

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

Price for work was reviewed by BHA and determined reasonable for the construction to be completed.

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

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

Department: Public Works & Utilities

Preparer: Eric Lindman

Vendor Name: Merrill Iron & Steel

Expected amount of purchase or contract: \$42,100

Department Head Signature: _____ **Date:** _____

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



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

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

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

Ongoing Sole Source – 365 days One Time Sole Source Request

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

Engineering professional services from AECOM for construction project management and inspection services for the Thomas Street project. Current proposed price is \$330,000; this price will be negotiated based on what assistance the City may be able provide.

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

AECOM has been the lead engineer on this project since 2007. They have been involved in all aspects of the design, site investigations, surveying, environmental reports, environmental investigations and property acquisitions. They are in a unique position to provide us the best price through negotiation for completing the construction management and site inspection work. We have spoken with AECOM about the City providing an engineer intern with them as an extra body so they would be able to lower their initial cost provided to the City in the amount of \$330,000, approximately 5% of the construction cost which is on the low side for 100% inspection services. AECOM is willing to negotiate price and still maintain 100% inspection services for this project. AECOM has been very responsive and has done an excellent job for the City under its current contract. Having AECOM responsible for the inspection services as well will keep all responsibility and liability with one engineering firm rather than having other firms onsite trying to communicate through the city with AECOM the design engineer, this typically proves to be difficult to manage. The current contract price with AECOM is \$910,279 for design and bidding services.

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

AECOM has been the lead engineer on this project since 2007. They have been involved in all aspects of the design, site investigations, surveying, environmental reports, environmental investigations and property acquisitions. No other engineering firm will have their background, history and intimate knowledge of this project. Bringing in another firm at this time will create more barriers in communication; create issues with responsibility and liability when decisions need to be made during construction. Having one firm responsible for all aspects of the projects simplifies management of the project for the City.

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

No other firms have been contacted to perform this work. Based on our most recent experience on the Riverfront project (we have Stantec as design/manager and BHA as inspection services) having more firms onsite has created issues and additional conflict. It also creates issues with the construction contractor as they need to navigate communication and where they get their decisions from depending on the situation.

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

Price for services was reviewed based on experience. Since this began as a federal/state funded project there have been additional costs related to their regulatory requirements. Typically federally funded projects, depending on complexity range from 15%-25% of the construction cost. This has been a fairly complicated project as well as some redesign of the project over time. Estimating that the AECOM contract will be approximately \$1,240,279 for design and construction services and the construction may be about \$5,000,000 results in an engineer cost of about 24% of the project construction. Based on the complexity and length of this project this is a reasonable cost for services.

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

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

Department: Public Works & Utilities

Preparer: Eric Lindman

Vendor Name: AECOM

Expected amount of purchase or contract: \$330,000 (to be negotiated)

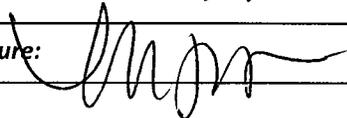
Department Head Signature:



Date:

2-3-17

Finance Director Signature:



Date:

2/3/17

AGENDA ITEM
<i>Discussion and possible action on Sole Source construction inspection contract.</i>
BACKGROUND
<p>At the January 14, 2016 CISM meeting AECOM presented an amendment #4 to the Thomas Street Contract. This amendment included costs for completing the remainder of the design services for both Phase I and Phase II of the Thomas Street Corridor. Also included was a cost for providing construction inspection and management services for the project. The CISM Committee approved two motions during this meeting:</p> <ol style="list-style-type: none"> 1. Approval of Design Services for completing phase I and Phase II. 2. Approval directing staff to create an RFP for construction management services. <p>We could not complete an RFP process for construction services until we had adequate drawings to attach for this work. Currently drawings are far enough long to RFP construction inspection services for the project.</p> <p>AECOM has been the lead on this project since 2007. They have been involved in all aspects of the design, site investigations, surveying, environmental reports, environmental investigations and property acquisitions. They are in a unique position to provide us the best price through negotiation for completing the site inspection work. We have spoken with AECOM about the City providing an engineer intern with them as an extra body so they would be able to lower their initial cost provided to the City in the amount of \$330,000, approximately 5% of the construction cost which is on the low side for 100% inspection services. AECOM has been very responsive and has done an excellent job for the City under its current contract. Having AECOM responsible for the inspection services as well will keep all responsibility and liability with one engineering firm rather than having other firms onsite trying to communicate through the city with AECOM the design engineer, this typically proves to be difficult to manage. The current contract price with AECOM is \$910,279 for design and bidding services.</p>
FISCAL IMPACT
<p>Current price from AECOM is \$330,000; AECOM has indicated they are willing to relook at the work and possibly reduce their cost with assistance from the city and still maintain the same level of service.</p>
STAFF UPDATE
<p>Staff recommendation it to move forward with AECOM, negotiate prices and enter into a contract for project and construction management services.</p>
<p>Staff contact: Eric Lindman 715-261-6745</p>

Madison was just named platinum. There is a way to go but the City is on the right track. One of the recommendations of the Bicycle Friendly Community application is to have more signature bicycling events. This includes events that are more than just group rides or mountain bike rides, but also get the community involved.

Elizabeth Field, Executive Director of Wausau River District, explained she is working on bringing more bike events to the community, such as Open Streets Wausau. Open Streets is an initiative that is global and started in Brazil. The event temporarily closes streets to vehicular traffic and opens them to all forms of alternative transportation. The goal is to promote alternative transportation, a healthy lifestyle, and to reimagine streets. Field, Ruff, Lynch and others are working together to get this event going. She has met with the Fire Department, Police Department and DPW on the proposed route. They are looking at holding this event on a Sunday afternoon, most likely from noon to 4:00 with family-friendly activities along the route. They are still in the planning mode, but they are working on it and excited to bring this event to Wausau. She added that this is the perfect time to highlight and celebrate the Bicycle Friendly Community designation. Abitz questioned the number of miles of the route. Field responded it will be a loop and they had looked at a couple of different routes. The Police Department, Fire Department, and DPW had suggested using the same route as the Susan G. Komen race. However, that route does not go through the downtown and more particularly past 3rd Street businesses. There is a proposed route that has been looked at by Police, Fire and DPW and one change was suggested. The exact route will be included on the Special Event application.

Ruff stated again that there has never been a better time to bike and walk, and they plan to continue to improve the metro area. He thanked the committee for continuing to keep making our communities friendlier to bicyclists and pedestrians.

Discussion and possible action on Amendment #4 to the Design Services for Thomas Street Reconstruction

Lindman stated that Thomas Street from 4th Avenue to 17th Avenue is considered phase one and is ongoing for design. The original contract has not been amended or updated for some time. He has been working with AECOM to create Amendment #4 to the contract to finish phase one design services, costs for finishing the design from 4th Avenue to the river and construction services costs. The costs have been outlined on the staff report but some options were not included. The original design contract included 17th Avenue to the WI River. Since then decisions were made to break the project into two phases, from 4th Avenue to 17th Avenue and 4th Avenue to the WI River. This amendment is to continue design to the river and also includes costs for construction management. The first cost for construction management would be in 2017 during construction of phase one. Another option would be to complete the design for phase one and send out a RFP for design of phase two and a RFP for construction services. This amendment is for all of that work for approximately \$1.4 to \$1.5 million.

Mielke questioned the status of the Environment Impact Study (EIS) from 4th Avenue to the WI River. Lindman indicated that an EIS was not needed because there will be no federal funding associated with the project. Mielke asked how it would be dealt with if the road is built and then there are problems later on. Bruce Gerland, AECOM, explained that during the initial project, AECOM completed a phase one investigation that identified sites with specific issues. The contract was amended for environmental investigations on several properties where soil borings were completed and coordination was completed with the DNR on contamination issues. He worked through the DNR on those issues, which will be addressed by writing technical specifications for the contractor to follow during construction. This work was included in the original agreement. Mielke questioned disturbance. Gerland responded disturbance will be minimal in these areas and depth will depend on replacement of sewer, water, and storm sewer.

Utility replacement is relatively shallow, within 10', and he recalls the contamination is deeper at approximately 25'. Mielke wonders if disturbance may cause issues. Gerland replied this would be covered by the technical specifications. During the design process this will be revisited with their environmental staff to see if the recommendation from 2008 is still appropriate. Abitz stated Lisa Gutknecht spoke of the conditions a year ago and it was approved. Gisselman asked if the environmental report was made available to the City and the committee. Gerland replied the report was completed as they were going through the DOT process. City staff has it and it was reviewed and approved by the DOT.

Lindman indicated that staff wants to pursue the final design for phase one so construction can begin in 2017. This amendment also includes design costs for phase two if the committee would like AECOM to finish their design work to the river. At this point there has not been a definitive decision on the design for phase two. Gisselman asked how we can proceed if we do not know the design at this time. Abitz indicated we are waiting upon the lifespan of the bridge. Rasmussen stated there is a luxury of time for construction management services of phase one and for the design of phase two. Therefore, there is time to go to RFP. This would allow for a competitive process and would not slow down the project. Abitz noted that there is already the GRAEF design for phase two. Rasmussen explained that was a conceptual design to use as a guideline and does not include survey components. GRAEF's design uses aerial photography so the dimensions are not quite right. The design phase would be the block by block drawing. Gerland indicated the block by block design is completed for a four lane section along with a preliminary design from 4th Avenue to the WI River. Rasmussen said the designs received from GRAEF were rendered a couple of ways, one with a four lane section and one with an alternative. Before we even engaged a redesign of Thomas Street, the City spent six figures on the original design with the vast majority of it shelved. AECOM has done the work and was paid for it but it has not been used. Therefore, she would like to make sure when contracting for this work again that the City will get a product that will be used. AECOM has a majority of the work done if a four lane section is decided upon but if another configuration is approved, a new set of drawings will be needed. She feels it would make sense to get bids as there has been an issue with this project all along in the public's view and a lot of time has passed from the initial design to now. Lindman explained that AECOM's current contract is for \$772,000. The additional design services to finish phase one and phase two would be an additional \$55,800, for a total of approximately \$828,000. The original contract was to go from the river to 17th Avenue and that was revised to break it into two phases. The original contract has not been revisited in some time. Gerland indicated the original contract stems back to 2007. Lindman explained that AECOM has the majority of phase two done as it was in their original contract. A decision should be made on the second phase design before more design work is completed. Gerland explained the fiscal impact is estimated at \$180,000 in 2016 and \$220,000 in 2017. Gerland explained under the amendment for \$55,800 there is not a budget built in for AECOM to go through months of alternative analysis as in phase one. Gisselman noted the decision on the east side is yet to be made and wants to be cautious. Gerland said that the amendment for \$55,800 would complete the design of phase two whether it is decided to be a four lane or two lane section. Rasmussen added that there was talk of getting new traffic counts once the road was resurfaced. She would also like input from the DOT on the timeline for the bridge before the design is approved. She feels the DOT should be approached on the life cycle of the bridge and then there should be some interaction with the stakeholders on the east half. Abitz agrees with reaching out to the DOT regarding the bridge. She added that as construction begins on the west side, she would like to see the east side moving forward without major delays. Rasmussen would also like to know the DOT's willingness to install a four lane bridge as the City needs to look at flow in terms of emergency management. If the DOT is unwilling to build and fund a four lane bridge, the City needs to look at their cost share.

Abitz moved to approve Amendment #4 to the Design Services Contract in the amount of \$55,800. Mielke seconded and the motion carried unanimously 5-0.

Mielke moved to direct staff to create a RFP for the construction management services portion of this project. Abitz seconded and the motion carried unanimously 5-0.

Discussion and possible action on right-of-way plat revision and relocation order revision regarding the Thomas Street Project

Lindman explained the original plat for the properties of total takings did not note a Temporary Limited Easement (TLE) around the buildings. In order to take the buildings down, access is needed to the property should the owner decide to keep that portion of the property. These TLE's are now shown on the revised plat map and revised relocation order.

Abitz moved to approve the right-of-way plat revision and relocation order revision regarding the Thomas Street Project. Kellbach seconded.

Abitz stated the house on the northwest corner of Thomas and 15th Avenue will be removed. She questioned the adjacent parcel on the plat map. Gerland stated this parcel has a temporary limited easement for grading purposes to match the existing roadway.

There being a motion and a second, motion to approve the right-of-way plat revision and relocation order revision regarding the Thomas Street Project carried unanimously 5-0.

Discussion and possible action on Amendment #2 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project

Lindman stated this amendment is related to the revised plat. With the Temporary Limited Easements the additional cost to the MSA contract will be \$6,900. Jacobson has reviewed the contract and the amendment. Jacobson indicated she has spoken with MSA and the documents need to get merged and finalized.

Abitz moved to approve Amendment #2 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project, contingent upon review by the City Attorney. Mielke seconded and the motion carried unanimously 5-0.

Discussion and possible action on the proposed bump out in front of the Grand Theater along North 4th Street

Lindman stated the Grand Theater and Center for Visual Arts (CVA) is looking to add a sidewalk bump out along 4th Street. This would push the sidewalk out and eliminate two parking stalls. An additional two parking stalls would be added on Scott Street. The bump out would make it safer for pedestrians leaving the CVA. Rasmussen added it would also make for a shorter cross to the 400 Block. Abitz stated more bump outs are being added in the City and noted they cause difficulty for plowing in the winter. Lindman said the downtown area already has plenty of obstacles and DPW felt a bump out is not a significant issue. Rasmussen stated traffic northbound on 4th Street approaching the stop sign is blocked by the building and with cars parked on Scott Street it is difficult to see. She wonders if visibility would improve if cars are out a few feet away from the structure. Abitz asked if this would cause issues with busses during events. While Lindman has not looked into that he feels there would still be plenty of room. Gisselman asked why the bump out is being requested. Lindman replied they feel that when people are walking along the sidewalk and others are exiting the CVA, some end up in the parking area next to the cars. The bump out would increase the walk area for pedestrians. Gisselman does not believe



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

MEMORANDUM

TO: Finance Committee Members
FROM: Anne Jacobson, City Attorney *aj*
DATE: January 30, 2017
RE: Amending Sections of the Wausau Municipal Code Regarding Insurance Requirements

CVMIC has recommended we update our code to include \$10,000 medical expense (any one person) to our insurance requirements for construction licenses and permits . They also suggested increasing the limits for master plumbers from \$100,000 for each injury, \$300,000 personal injury for each accident and \$100,000 property damage to \$150,000/\$300,000/\$150,000.

alj

ORDINANCE OF THE FINANCE COMMITTEE

Amending Section 12.32.040 Insurance required, Section 12.40.020 Form of application, Section 12.44.050 Street privilege permit, regarding adding medical expense to insurance requirements and amending Section 19.48.010 Required, regarding increasing insurance limits

Committee Action:

Ordinance Number:

Fiscal Impact: None

File Number:

Date Introduced:

The Common Council of the City of Wausau do ordain as follows:

Add ()

Delete ()

Section 1. That Section 12.32.040 Insurance required, is hereby amended to read as follows:

12.32.040 Insurance required. Prior to the issuance of the required license, the applicant shall furnish satisfactory proof that he has obtained a policy of liability and property damage insurance in the amount of at least five hundred thousand dollars for each person, five hundred thousand dollars for each occurrence, ~~and~~ five hundred thousand dollars for property damage, **and ten thousand dollars for medical expense (any one person)**. Insurance coverage shall include a one million dollar excess limit umbrella policy. Evidence of such insurance shall be furnished by the applicant furnishing a certificate of insurance with a ten-day notice of cancellation clause to the clerk and such insurance shall be kept in force and effect at all times. These limitations shall be subject to revision by the city at any time upon thirty days' notice to the contractor.

Section 2. That Section 12.40.020 Form of application, is hereby amended to read as follows:

12.40.020 Form of application. (a) The application shall provide such information as shall be required thereon, including but not limited to:

....

(b) Such application shall contain the following:

 The undersigned covenant(s) and agree(s) that in consideration of the issuance of the permit, he (she) agree(s) to and shall:

....

(6) At its own expense, keep in full force and effect during the term of the excavation work and pertinent work thereto and until all hazards and/or potential hazards to the public have been removed and/or alleviated, a policy of comprehensive and general liability insurance covering personal injury and property damage, and such other insurance that may be necessary to protect the

city herein from any claims and/or actions, without limiting its liability. Contractor agrees to carry and keep in force a policy of insurance the limits of which shall be at least five hundred thousand dollars for each person, five hundred thousand dollars for each occurrence, ~~and~~ five hundred thousand dollars for property damage, and ten thousand dollars for medical expense (any one person). Insurance coverage shall include a one million dollar excess limit umbrella policy. All policies shall:

Section 3. That Section 12.44.050 Street privilege permit, is hereby amended to read as follows:

12.44.050 Street privilege permit. (a) Granting. Permits for the use of the streets, sidewalks, public ways or other public grounds of the city may be granted to applicants by the director of public works and utilities, or a designee, for the purpose of moving any building or structure, or encumbering such public grounds with materials, equipment or structures.

....

(c) Insurance. The applicant shall file a certificate of insurance the policy limits of which shall be at least five hundred thousand dollars for each person, five hundred thousand dollars for each occurrence, ~~and~~ five hundred thousand dollars for property damage, and ten thousand dollars for medical expense (any one person). Insurance coverage shall include a one million dollar excess limit umbrella policy.

Section 4. That Section 19.48 Insurance, is hereby amended to read as follows:

19.48.010 Required. Before permits are issued, each master plumber shall have in full force and effect public liability insurance in the amount of one hundred fifty thousand dollars for each injury, three hundred thousand dollars personal injury for each accident and one hundred fifty thousand dollars property damage and Workmen's Compensation insurance. Certificates of such insurance shall be filed with the city clerk, together with a statement by the insurance company, showing that such policies will not be canceled without extending ten days' written notice to the city clerk. No permits shall be lawfully issued and no plumbing work shall be installed or worked on unless such policies are in full force and effect.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Robert B. Mielke, Mayor

Attest:

Toni Rayala, Clerk

CITY OF WAUSAU TAX INCREMENT DISTRICT SIX PROJECT PLAN AMENDMENT #3



Finance and Economic Development Committee: February 14, 2017

Joint Review Board: February 20, 2017

Plan Commission: February 21, 2017

Common Council: February 28, 2017

Joint Review Board : Tentative March 9, 2017

PLAN DRAFT DATE:

2/9/2017

Table of Contents

HISTORY OF THE DISTRICT AND TID FINANCING	2
AMENDMENT PURPOSE AND SUMMARY	3
PROJECT PLAN OBJECTIVES.....	4
SUMMARY OF FINDINGS	4
PLAN IMPLEMENTATION AND FLEXIBILITY.....	5
OWNERS OF TERRITORY TO BE ADDED TO TAX INCREMENT DISTRICT #6.....	6
STATEMENT OF KIND, NUMBER AND LOCATION OF THE PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT.....	6
EQUALIZED VALUE TEST	8
ANNEXED PROPERTY	8
LIST OF ESTIMATED NON-PROJECT COSTS	8
PROPOSED CHANGES IN ZONING ORDINANCES	8
PROPOSED CHANGES TO THE MASTER PLAN, MAP, BUILDING CODES, AND THE CITY ORDINANCES	8
RELOCATION.....	8
ORDERLY DEVELOPMENT OF THE CITY OF WAUSAU	9
ESTIMATE OF ADDITIONAL PROPERTY TO BE DEVOTED TO RETAIL BUSINESS	9
EXISTING USES AND CONDITIONS OF REAL ESTATE	9
ECONOMIC FEASIBILITY STUDY	9
METHODS OF FINANCING AND THE TIME WHEN SUCH COSTS OR MONETARY OBLIGATIONS RELATED THERETO ARE TO BE INCURRED.....	9
AVAILABLE FINANCING METHODS	9
PROJECT COSTS LOCATED WITHIN 1/2 MILE OF THE DISTRICT BOUNDARIES	10
MAP OF TAX INCREMENT DISTRICT NUMBER SIX AND AMENDMENT TERRITORY.....	11
MAP OF 1/2 MILE AREA SURROUNDING AMENDED TID SIX.....	12
MAP – SHOWING EXISTING USES AND CONDITIONS WITHIN THE TERRITORY TO BE ADDED.....	13
MAP OF PROPOSED IMPROVEMENTS AND USES WITHIN THE TERRITORY ADDED AND 1/2 MILE BOUNDARIES	14
CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS	15
TAX INCREMENT PROJECTION WORKSHEET.....	16
PROJECTED CASH FLOW	17
2019 AND 2020 FINANCING	18
RESOLUTION OF THE COMMON COUNCIL	19
RESOLUTION OF THE JOINT REVIEW BOARD	22
OPINION OF THE CITY ATTORNEY	23

HISTORY OF THE DISTRICT AND TID FINANCING

This document is the Third Amendment to the *Tax Incremental Finance District No. 6 Project Plan*. The original district was established and approved by the Wausau Common Council on May 10, 2005, and approved by the Joint Review Board on May 11, 2005. The plan facilitated infrastructure and development along 20th Avenue, County Road U and 17th Avenue north of Stewart Avenue.

The 1st plan amendment was approved by Council on June 8, 2010 and by the Joint Review Board on June 24, 2010. The amendment provided for infrastructure improvements to Sherman Street, Stewart Avenue and 17th Avenue corridors and contemplated renewal of the former Wausau Window & Walls area and the underutilized commercial properties west of 17th Avenue and north of 52 Parkway.

Amendment Number Two furthered the City's goal to improve infrastructure and support private sector renewal efforts of underutilized and blighted properties along the arterial corridors of West Thomas Street, South Seventeenth Avenue and the Highway K Interchange.

Amendment Number Three contains a single parcel boundary amendment to include the proposed construction site of the Liberty Mutual Wausau headquarters building, project costs related to development incentives and improvements to infrastructure located within the district and its half mile boundary.

For over 30 years, the City of Wausau has used tax increment financing (TID) to fund a variety of economic development projects in the Central Business District, Business Campus and in the growing commercial areas in the vicinity of U.S. Highway 51 all of which are considered the three major employment nodes in the City's 2016 Comprehensive Plan.

TID is a State-authorized, locally driven program to promote tax base expansion and stimulate new development. TID is aimed at eliminating blight, rehabilitating declining property values, promoting industry and encouraging mixed-use development. The Tax Increment Law allows a community to recapture the costs of public expenditures made to stimulate new development, from the property taxes generated by the new development. Fundamental to the TID law is the concept that new development will benefit an area broader than the municipality in which the development occurs. Unfortunately, an inequity occurs because the community must finance the entire cost of public expenditures needed to facilitate the development. The TID law recognizes that without the TID expenditures, the development could not have occurred. Thus, the TID law provides that all property taxes levied on increased property value within a TID district are retained by the community to finance the public expenditures made within the TID district. The base value (the value that existed at the time the TID district is created), however, continues to provide the same level of revenues to all of the



LIBERTY MUTUAL PROPOSED CONSTRUCTION SITE

taxing jurisdictions. Once all of the public expenditures have been repaid, all taxing jurisdictions can collect taxes levied on the new value.

State statutes are very specific as to how a TID district is created. First, a TID project plan is developed and presented to the Plan Commission for a formal public hearing. The Commission makes a recommendation on the TID project plan to the City Council. The Council then must pass a resolution adopting the TID project plan and establishing the TID boundaries. Finally, a Joint Review Board is created with members from the city, school district, county, technical college district, and one member at large. The Joint Review Board reviews the TID plan and public hearing comments and approves the creation of the TID district. The procedures for amending the boundaries of a tax increment district and a project plan are largely the same as those specified above for creating a district.

AMENDMENT PURPOSE AND SUMMARY

The purpose of the third project plan amendment is to add the proposed Liberty Mutual construction parcel to the existing boundaries of Tax Increment District #6. The plan amendment and related increment will seek to fund the development incentive and infrastructure. The infrastructure improvements focus in the new development area and within the half-mile boundary.

This Project Plan Amendment supplements, and does not supersede or replace components of the original Project Plan or any components of the previously adopted Project Plan Amendments. All components of the original Project Plan and its previously adopted Project Plan Amendments remain in effect.

Based upon current law, Tax Increment District Six expenditure period ends in 2020 with the termination required in 2025. Based upon the increment expected, the obligations to Liberty Mutual and infrastructure improvements, it is expected that the District will terminate at the mandated closure of 2025. The city elected an amendment, rather than new district creation, so that the property value growth will return to the taxing entities much sooner.

Liberty Mutual is the fifth largest property and casualty insurer in the United States. They employ more than 55,000 people within 800 offices throughout the world. Liberty Mutual began its operations in Wisconsin in 1919 and currently employs 900 workers in Wausau. These jobs include insurance service and production roles, information technology including software development and corporate functions. The average salary is \$60,000 excluding benefits and the annualized payroll of the Wausau office is approximately \$54,000,000.

In 2016 Liberty Mutual sold its former Wausau headquarters building to Aspirus and is now leasing back the space. Liberty Mutual is proposing to construct a new office building on an adjacent land parcel which will be added to the District boundaries. The new 150,000 square foot building will be designed to meet the current and future business needs of the workforce and will incorporate a parking garage. The potential investment to construct and equip the facility is \$50 million. The project timetable entails construction to begin in the 3rd quarter of 2017 with final completion in the 1st quarter of 2019. Liberty Mutual has requested financial assistance in the form of six annual payments equal to 90% of the projects generated taxes but not to exceed \$4.95 million. These costs will go toward site work, infrastructure and parking. As required by law the City and Liberty Mutual will enter into a development agreement.

The property exchange with Aspirus and the construction of the new Wausau headquarters for Liberty Mutual are considered economically advantageous for the area. As highlighted in the City's Comprehensive Plan, the 10 year growth statistics for the area project 5% gains in the finance/insurance industry and 34% gains in the medical industry.

The property exchange provides facilities and land for medical expansion and will position Liberty Mutual to be competitively prepared to meet increased business demands.

In addition to the developer assistance of \$4.95 million, the City plans to improve street infrastructure within the district and half mile boundary including:

- Reconstruction of 1st Avenue which is located within the ½ mile boundary of the district \$1,880,000
- Reconstruction of Plaza Drive which is located within the ½ mile boundary of the district \$312,000
- Reconstruction of Callon Street which is located within the ½ mile boundary of the district \$456,000
- Streetscape and pedestrian improvements within the medical and Liberty campus and West 52 Parkway located within the ½ mile boundary of the district \$400,000
- Asphalt Overlay, street curb, gutter and concrete replacement and street infrastructure improvements within the District and ½ mile boundary of \$1,600,000.

The current TID #6 boundaries and the recommended territory expansion are shown on Page 11. The map on page 12 provides the buffer area that is ½ mile from the amended boundaries this is also an allowable area to fund expenditures as outlined in the project plan. Specific projects or activities included in the amendment are listed within the plan and identified on page 14.

PROJECT PLAN OBJECTIVES

Development activities in the City of Wausau are guided by the Economic Development element of the *City of Wausau Comprehensive Plan* with the Economic Development Goal that, “*the City of Wausau has a diverse economy that is a place of opportunities where people and businesses can grow and be successful.*”

Amending the boundaries of Tax Incremental District Number Six will advance the same objectives as the original Project Plan and will:

- a. Promote retention, expansion, and attraction of development and employers thereby facilitating the creation of new jobs and increased tax base.
- b. Provide appropriate financial incentives to encourage business expansion.
- c. Reduce the financial risk to the taxpayer by timing the implementation of the Project Plan with the creation of additional property value through business expansions.
- d. Generate new property tax increments within a reasonable time from each specific development project within the TID District to fully repay the City's TID project expenditures associated with the development project.
- e. Increase per capita income in the community.
- f. Increase the availability of properly located, adequately serviced business sites.
- g. Further the objectives of the Wausau MPO Bicycle and Pedestrian Plan and the River Edge Master Plan.
- h. Eliminate blight and foster urban renewal.

In accordance with these broad objectives, this document contains plans for improvement of the area to accommodate and facilitate industrial, mixed-use and redevelopment activities within the district.

SUMMARY OF FINDINGS

As required by s.66.1105 Wisconsin Stats., and as documented in this Project Plan Amendment and the related attachments contained and referenced herein, the following findings are made:

1. **That the “but for” amendment of the Project Plan, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has

considered the following information: the expenditures contemplated by this plan amendment are necessary to achieve the original goals of the District Project Plan, including creation of new tax base, jobs and other economic benefits. The City expects that without the amendment, development of the site would not occur in the manner, values or timeframe planned. *Finding required by Wisconsin Statutes 66.1105(4m) (c) 1.a.* Liberty Mutual analyzed and compared construction cost data for green field sites versus the proposed site which is burdened with slope challenges, rock and clearing costs. In addition, the site size limitation necessitates a parking garage which increases project costs dramatically. The City’s financial assistance will neutralize these cost obstacles. The project will require minimal public infrastructure improvements since the street system currently meets the traffic patterns of the medical and commercial campus.

2. **The economic benefits of amending the District, as measured by increased employment, business and personal income, and property value, are insufficient to compensate for the costs of the improvements.** In making this determination, the City has considered the following information: As demonstrated in the Economic Feasibility Section of this Project Plan, the total tax increments projected to be collected are more than sufficient to pay for the actual and proposed Project Costs within the original District and the amended areas. On this basis alone, the finding is supported. In addition, the City will manage the infrastructure projects to ensure they remain affordable within the increment generated by the district.
3. **The benefits for the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** If approved, the boundary amendment will become effective for valuation purposes as of January 1, 2017. As of this date, the value of the undeveloped Liberty Mutual land parcel will be frozen and the property taxes collected on this base value will continue to be distributed amongst the taxing entities. Taxes levied on the new construction and future property appreciation will be collected by the TID District and used to finance the TID eligible project costs outlined the project plan and related amendments. Given that it is not likely that the District will achieve the objectives of its Project Plan without the continued support of tax increment district financing, and since the District is expected to generate additional economic benefits for the community, the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of the property in the overlying taxing jurisdictions. *Finding Required by Wisconsin Statute 66.1105(4m)(c)1.c.*
4. The improvements made within the amended area are likely to enhance significantly the value of substantially all of the other real property in the District.
5. The equalized value of the taxable property within the territory to be added to the District by this amendment plus the value increment of all other existing tax incremental districts within the City does not exceed the 12% of the total equalized value of taxable property within the City.
6. The City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6)(am)1.
7. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

PLAN IMPLEMENTATION AND FLEXIBILITY

After review by the Committees of Finance and Economic Development, the Plan Commission, City Council and City staff, it was determined that the Project Plan must remain flexible to accommodate alternative proposals related to the size, design and location of some of the public and private improvements and other expenditures planned for the

project area. Flexibility in the means of financing the project costs and the timing for implementing project plan elements is incorporated into the plan by reference to allow the City to adapt to or capitalize upon changing conditions. This flexibility will help ensure that street improvements and project costs are programmed in the most cost effective manner.

OWNERS OF TERRITORY TO BE ADDED TO TAX INCREMENT DISTRICT #6

The sole parcel to be added to the district boundaries is the Liberty Mutual proposed construction site located at 2101 W Bridge Street. A map of the district including the parcel addition may be found on page 13. The parcel currently has an assessed value of \$1,122,000 and an equalized value of \$1,090,500. The parcel is 20.83 acres in size and currently zoned IB.

STATEMENT OF KIND, NUMBER AND LOCATION OF THE PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT

The following table depicts the expected infrastructure costs and construction timetable.

PROJECTS	2017	2018	2019	2020	TOTAL
STREETS					
PLAZA DRIVE	312,000				312,000
CALLON STREET		456,000			456,000
1ST AVENUE			1,880,000		1,880,000
OTHER STREET IMPROVEMENTS				1,600,000	1,600,000
STREETSCAPE AND PEDESTRIAN IMPROVEMENTS			400,000		400,000
PLANNING, ADMINISTRATIVE, FINANCIAL AND LEGAL	30,000	30,000	50,000	50,000	\$ 160,000
PROJECT COSTS WITHOUT FINANCING	342,000	486,000	2,330,000	1,650,000	\$ 4,808,000

STREETS AND PAVEMENT IMPROVEMENTS – The City will construct and or reconstruct certain streets. This construction or reconstruction may include or be limited to installation or replacement of traffic signals, construction or reconstruction of median areas, curb and gutter replacement, sidewalk, catch basins, asphalt or concrete pavement replacement, installation or replacement of streetlights, retaining walls, signs, pavement markings, bicycle accommodations and pedestrian crossings.

RIGHT OF WAY ACQUISITION – The City may acquire right of way for installation of public infrastructure including streets, sidewalks, utilities and stormwater management. Costs incurred by the City to identify, negotiate and acquire right of way are eligible costs.

ACQUISITION OF EASEMENTS – The City may acquire easements for installation of public infrastructure including streets, sidewalks, utilities and stormwater management. Costs incurred by the City to identify, negotiate and acquire right of way are eligible costs.

WATER, SEWER AND STORM WATER - Water, sewer and storm water utility work including extension and/or upgrades of existing mains, laterals, hydrants and service connections. In addition, storm water management will be added where necessary including but not limited to construction of retention/detention basins and other storm water management facilities.

STREETSCAPING AND PEDESTRIAN IMPROVEMENTS – In order to attract development consistent with the objectives of this plan the City may install amenities to enhance the aesthetic of the area. These improvements include but are not limited to landscaping, plantings, trees, decorative items and benches. These and any other similar amenities are eligible project costs.

DEMOLITION, AND SITE WORK – Development and redevelopment of the area may require site preparation such as demolition, grading, fill, construction of retaining walls and other activities related to modifying property to make it suitable for private sector development or redevelopment.

CASH GRANTS (DEVELOPMENT INCENTIVES) – The City may enter into development agreements with property owners or developers for the purpose of sharing costs to encourage the desired kind of improvements and assure sufficient tax base is generated to recover project costs. No cash grant will be provided until a development agreement is executed with the recipient of the cash grant.

PROJECTS OUTSIDE THE TAX INCREMENT DISTRICT- Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District the project plan amendment

FINANCING COSTS – Interest, financing and debt issuance costs, premiums and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

ADMINISTRATIVE COSTS – The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs including but not limited to employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with implementation of the plan.

PROFESSIONAL SERVICE AND ORGANIZATIONAL COSTS – The costs of professional services rendered and other costs incurred in relation to the creation, administration and termination of the District and the undertaking of the projects contained within this plan are eligible Project Costs. Professional services include, but are not limited to architectural, environmental; planning; engineering; legal audit financial and costs of informing the public with respect to the plan amendment and plan implementation.

The plan is neither meant to be a budget nor an appropriation or commitment of funds for specific projects within the TID amendment area. The plan does provide a framework for managing project expenditures and generating the revenue needed to balance those expenditures. All costs included in the plan are estimates based upon the best information currently available. The City retains its ability to implement only those projects that remain viable and affordable as the plan period proceeds. In the event any of the public works project expenditures are not reimbursable out of the special tax increment finance fund under the Wisconsin Statutes 66.1105, in the written opinion of counsel retained by the City as Bond Counsel, then such project or projects shall be deleted and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan Amendment.

Project costs are any expenditure made, estimated to be made of monetary obligations incurred or estimated to be incurred by the City as outlined in this plan, other plan amendments or the original Project Plan. Costs identified are preliminary estimates made prior to design considerations and are subject to change after planning is completed.

Project costs will be diminished by any income, special assessments or other revenues including user fees or charges other than tax increments received or reasonably expected to be received by the City in connection with the implementation of this Plan.

EQUALIZED VALUE TEST

Wisconsin’s Tax Increment Law requires that the equalized value of the taxable property in the proposed amendment area, plus the value of increment of all existing Tax Incremental Districts, does not exceed 12 percent of the total equalized value of taxable property within the City. The table to the left demonstrates compliance with this requirement.

EQUALIZED VALUE TEST			
TID DISTRICT	BASE YEAR	2016 DISTRICT EQUALIZED VALUE	2016 DISTRICT INCREMENT VALUE
3	1994	123,438,200	80,619,500
5	1997	53,242,300	52,868,200
6	2005	138,440,700	58,731,200
7	2006	48,662,900	19,137,000
8	2012	39,478,200	4,069,300
9	2012	2,067,800	835,400
10	2013	49,938,800	4,225,800
		\$ 455,268,900	\$ 220,486,400
VALUE OF THE AMENDMENT AREA			1,122,000
TOTAL VALUE WITH THE AMENDMENT			\$ 221,608,400
TOTAL CITY EQUALIZED VALUE			\$ 2,608,454,600
12% TEST			8.50%

ANNEXED PROPERTY

There are no lands proposed for inclusion within the district amendment area that were annexed by the City on or after January 1, 2007.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no anticipated “non-project costs” associated with this second amendment to Tax Incremental District Number Six.

PROPOSED CHANGES IN ZONING ORDINANCES

Current zoning of the parcel in the amendment area is I-B (Business) as shown on the map on page 13. No specific zoning district boundary changes are proposed which are directly related to adoption of this project plan amendment.

Any changes in zoning which may later be proposed for land within the amendment area will be considered in accordance with existing State laws, local ordinances, and established procedures and will not be considered an amendment to this project plan.

PROPOSED CHANGES TO THE MASTER PLAN, MAP, BUILDING CODES, AND THE CITY ORDINANCES

It is expected that this plan will be complementary to the City’s Master Plan. There are no proposed changes to building codes or other City ordinances for implementation of this plan amendment. Should changes be proposed at a later date, statutory requirements would be followed, plan commission public hearings and the amended master plan would be publicly available.

RELOCATION

It is not anticipated that persons or businesses will be relocated for the implementation of Plan Amendment Number Three. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section Chapter 32.

ORDERLY DEVELOPMENT OF THE CITY OF WAUSAU

This amendment contributes to the orderly development of the City by providing opportunity for continued growth in tax base, job opportunities and general positive economic development.

ESTIMATE OF ADDITIONAL PROPERTY TO BE DEVOTED TO RETAIL BUSINESS

The City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)(1).

EXISTING USES AND CONDITIONS OF REAL ESTATE

The map on page 13, shows the existing use of the parcel in the amendment area. The areas added in this amendment are vacant and underutilized.

ECONOMIC FEASIBILITY STUDY

The cash flow projection presented on Page 17, presents projected sources and uses of funds for the district amendment through maturity. Information used to compile this data is based upon the projected annual surplus (deficits) of the existing district, the expected increment and obligation to Liberty Mutual and the other project costs and related debt retirement contained within this project plan amendment.

Tax increment estimates were created using the development estimates and completion dates presented within the project plan. The City continually refines and updates projections to reflect current economic conditions and ensure the continued financial viability of the district. The actual cash flow will change.

METHODS OF FINANCING AND THE TIME WHEN SUCH COSTS OR MONETARY OBLIGATIONS RELATED THERETO ARE TO BE INCURRED

This amendment comes at the tail end of the districts expenditure period. The most significant obligation of the amendment is the developer assistance. The developer agreement will be structured so that the city's developer obligation will be 90% of the increment related to the current year's tax bill payable after the taxes are paid in full. This payment scenario eliminates any cash flow concerns or the need for financing. The balance of the infrastructure projects will be scheduled so that: 1. Significant deficits are not accumulated 2. That debt obligations remain affordable and within the City's borrowing capacity. 3. That the much of the improvements will be planned and committed for once the Thomas Street Reconstruction is completed. This will eliminate overspending risk due to unanticipated change orders or overruns. Finally, the City continually evaluates TID cash flow and financial performance of the district to ensure that financial expectations are met. The reconstruction of Plaza Drive in 2017 and Callon in 2018 will be funded with accumulated increment on hand. The projects proposed for 2019 and 2020 will be financed with debt retirement

AVAILABLE FINANCING METHODS

Implementation of this Amendment may result in the issuance of debt for the infrastructure improvements. It is expected that any loans will be in durations that reflect the life of the district. Page 18 provides potential amortization schedules.

General Obligation Notes or State Trust Fund Loans – The City may issue GO Notes to finance the cost of Projects included within this plan amendment. Wisconsin Statutes limit the principal amount of GO debt that a community may have outstanding at any point in time to an amount not greater than five-percent of its total equalized value. The City's current legal debt margin provides more than ample capacity for future debt issues.

The City could seek alternate funding sources not contemplated at this time.

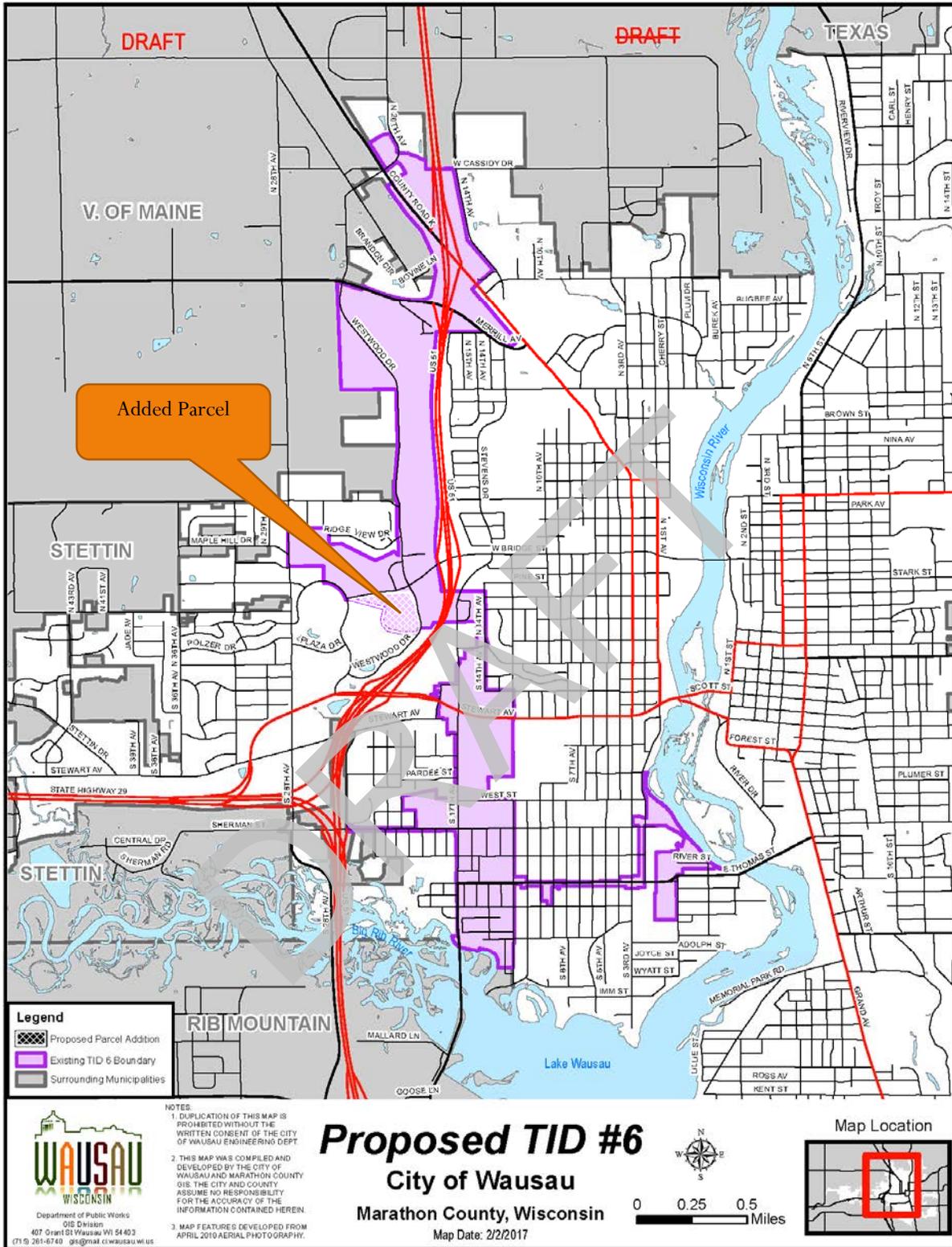
PROJECT COSTS LOCATED WITHIN 1/2 MILE OF THE DISTRICT BOUNDARIES

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District the project plan amendment anticipates \$4,648,000 of eligible project costs within the half-mile boundary including:

- Reconstruction of 1st Avenue \$1,880,000
- Reconstruction of Plaza Drive \$312,000
- Reconstruction of Callon Street \$456,000
- Streetscape and pedestrian improvements within the medical and Liberty campus and West 52 Parkway \$400,000
- Asphalt Overlay, street curb, gutter and concrete replacement and street infrastructure improvements within the District and ½ mile boundary of \$1,600,000.

DRAFT

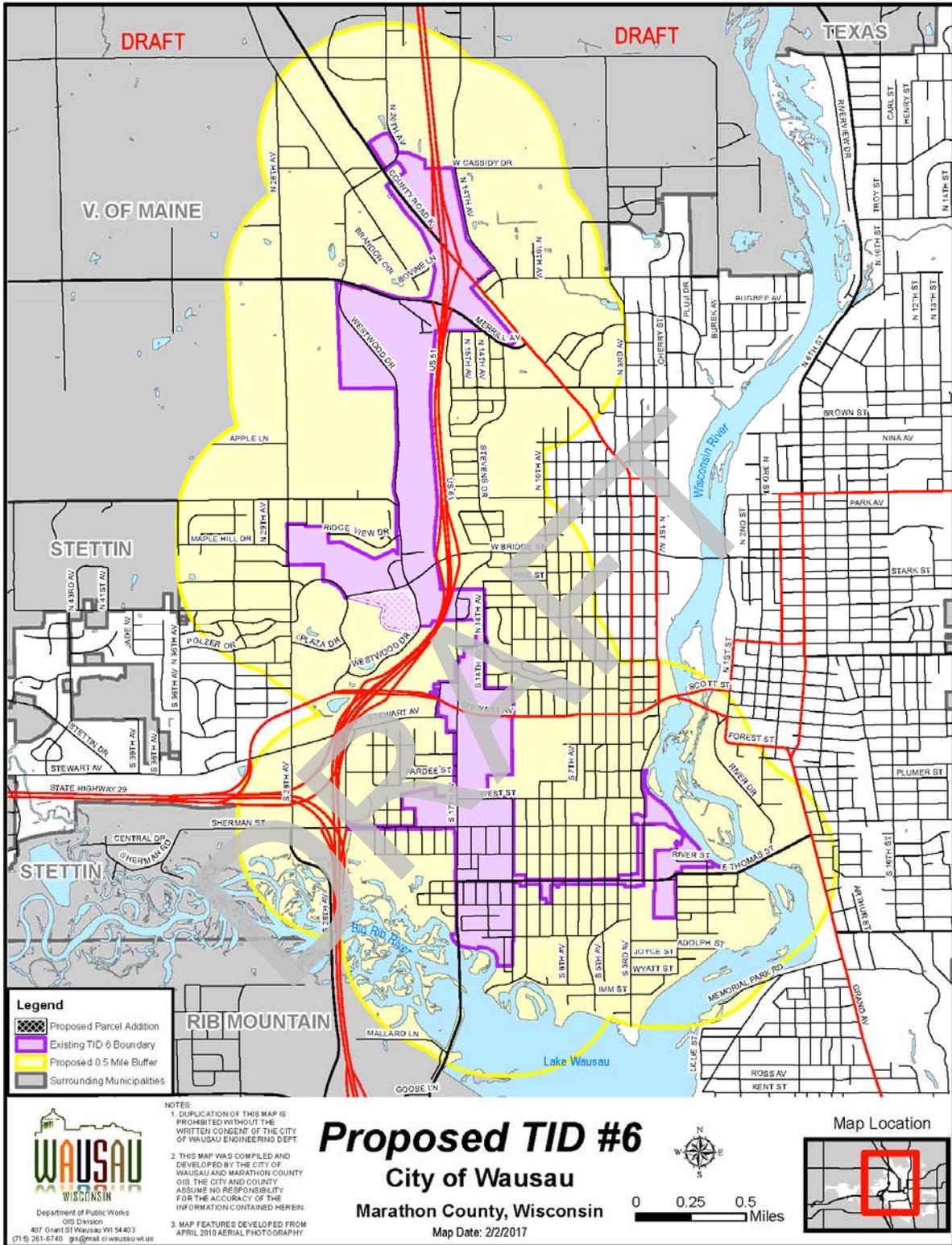
MAP OF TAX INCREMENT DISTRICT NUMBER SIX AND AMENDMENT TERRITORY



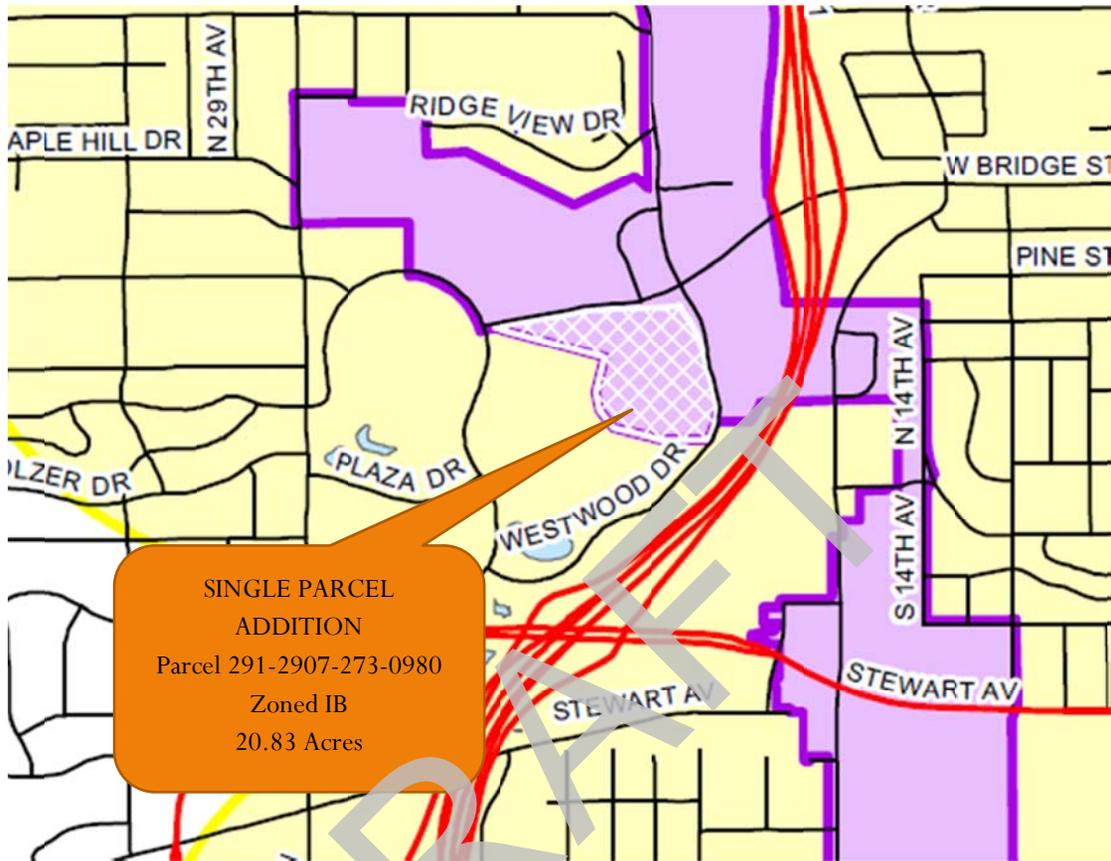
CITY OF WAUSAU TAX INCREMENT DISTRICT SIX PROJECT PLAN AMENDMENT #3 | 2/9/2017

MAP OF 1/2 MILE AREA SURROUNDING AMENDED TID SIX

CITY OF WAUSAU TAX INCREMENT DISTRICT SIX PROJECT PLAN AMENDMENT #3 | 2/9/2017



MAP - SHOWING EXISTING USES AND CONDITIONS WITHIN THE TERRITORY TO BE ADDED



CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS

2016 TAX YEAR DATA					
County	\$	12,082,950		18.80%	
Technical College		3,021,847		4.70%	
City		23,879,534		37.15%	
School District		25,291,416		39.35%	
TOTAL	\$	64,275,747			
	<u>County</u>	<u>Technical College</u>	<u>City</u>	<u>School</u>	<u>Total</u>
2019	\$ 2,444	\$ 611	\$ 4,830	\$ 5,115	\$ 13,000
2020	234,485	58,643	463,412	490,810	1,247,350
2021	236,829	59,229	468,046	495,720	1,259,824
2022	239,198	59,821	472,726	500,677	1,272,422
2023	241,590	60,420	477,454	505,682	1,285,146
2024	244,006	61,024	482,228	510,739	1,297,997
2025	246,446	61,634	487,050	515,847	1,310,977
2026	248,910	62,250	491,921	521,006	1,324,087
	<u>\$ 1,693,908</u>	<u>\$ 423,632</u>	<u>\$ 3,347,667</u>	<u>\$ 3,545,596</u>	<u>\$ 9,010,803</u>

TAX INCREMENT PROJECTION WORKSHEET

City of Wausau
 Tax Increment District Six Amendment Number Three
 Tax Increment Projection Worksheet

Construction Year	Value Added	Total Valuation Added	January 1, Valuation Year	Budget Year/Revenue Year	Tax Rate	Tax Increment	90% Developer Payment	Increment towards Infrastructure Projects
2017	500,000	500,000	2018	2017	26.00	\$ 13,000		\$ 13,000
2018	47,000,000	47,500,000	2019	2018	26.26	1,247,350	1,122,615	124,735
2019	47,500,000	47,500,000	2020	2019	26.52	1,259,824	1,133,841	125,983
2020	47,500,000	47,500,000	2021	2020	26.79	1,272,422	1,145,180	127,242
2021	47,500,000	47,500,000	2022	2021	27.06	1,285,146	1,156,631	128,515
2022	47,500,000	47,500,000	2023	2022	27.33	1,297,997	391,733	906,264
2023	47,500,000	47,500,000	2024	2023	27.60	1,310,977		1,310,977
2024	47,500,000	47,500,000	2025	2024	27.88	1,324,087		1,324,087
						\$ 9,010,803	4,950,000	\$ 4,060,803

PROJECTED CASH FLOW

City of Wausau
Tax Increment District Six Amendment Number Three
Cash Flow

	SOURCES OF FUNDS			USES OF FUNDS				
	Expected Annual Excess/Shortfall of Increment From Existing District Activity	Excess Increment from Liberty Development	Infrastructure and Administration	Debt Retirement	Debt Retirement Ist Ave	Other Infrastructure	Debt Retirement Other	Surplus (Deficit)
2017	\$ 1,449,864		342,000					1,107,864
2018	(85,014)		486,000					536,850
2019	(83,858)	13,000	50,000					415,992
2020	(344,401)	124,735	50,000	365,955				(219,629)
2021	(289,850)	125,983		365,955			295,356	(1,044,807)
2022	(157,179)	127,242		365,955			295,356	(1,736,055)
2023	(85,579)	128,515		365,955			295,356	(2,354,430)
2024	107,550	906,264		365,955			295,356	(2,001,927)
2025	110,775	1,310,977		365,955			295,356	(1,241,486)
2026	651,125	1,324,087		365,955			295,356	72,415
	\$ 1,273,433	\$ 4,060,803	\$ 928,000	\$ 2,561,685	\$ 1,772,136			

2019 AND 2020 FINANCING

2019 1ST AVE AND OTHER IMPROVEMENTS LOAN

Compound Period: Annual

Nominal Annual Rate: 3.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	2/9/2019	2,280,000.00	1		
2 Payment	2/9/2020	365,954.49	7	Annual	2/9/2026

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	2/9/2019				2,280,000.00
1	2/9/2020	365,954.49	68,400.00	297,554.49	1,982,445.51
2	2/9/2021	365,954.49	59,473.37	306,481.12	1,675,964.39
3	2/9/2022	365,954.49	50,278.93	315,675.56	1,360,288.83
4	2/9/2023	365,954.49	40,808.66	325,145.83	1,035,143.00
5	2/9/2024	365,954.49	31,054.29	334,900.20	700,242.80
6	2/9/2025	365,954.49	21,007.28	344,947.21	355,295.59
7	2/9/2026	365,954.49	10,658.90	355,295.59	0.00
Grand Totals		2,561,681.43	281,681.43	2,280,000.00	

OTHER INFRASTRUCTURE FINANCING

Compound Period: Annual

Nominal Annual Rate: 3.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	2/9/2020	1,600,000.00	1		
2 Payment	2/9/2021	295,356.00	6	Annual	2/9/2026

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	2/9/2020				2,000,000.00
1	2/9/2021	295,356.00	48,000.00	247,356.00	1,352,644.00
2	2/9/2022	295,356.00	40,579.32	254,776.68	1,097,867.32
3	2/9/2023	295,356.00	32,936.02	262,419.98	835,447.34
4	2/9/2024	295,356.00	25,063.42	270,292.58	565,154.76
5	2/9/2025	295,356.00	16,954.64	278,401.36	286,753.40
6	2/9/2026	295,356.00	8,602.60	286,753.40	0.00
Grand Totals		1,772,136.00	172,136.00	2,000,000.00	

RESOLUTION OF THE COMMON COUNCIL

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

RESOLUTION OF THE PLAN COMMISSION, ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES	
Approving the Boundaries and Project Plan for Amendment Three to Tax Incremental Financing District Number 6, City of Wausau (TID # 6)	
Committee Action:	Plan Commission Finance Committee Economic Development Committee
Fiscal Impact:	The project plan is not an expenditure commitment
File Number:	05-0406
Date Introduced:	February 28, 2017

WHEREAS, the City of Wausau has followed a policy of promoting business, community amenities, and industrial development activities and improving infrastructure within the City; and

WHEREAS, the City's Economic Development strategy focuses on the attraction, retention and sustainability of business, community amenities, and industrial development activities and improving infrastructure to increase the property tax base and add new jobs; and

WHEREAS, Tax Increment District Number Five was created by the City in May 10, 2005; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the Tax Increment Law); and

WHEREAS, such amendment will cause territory to be added to the District, providing incentive and opportunities for additional private development and redevelopment; and

WHEREAS, this amendment will modify the categories, locations or costs of the projects to be undertaken, providing incentive and opportunities for additional private development and redevelopment; and

WHEREAS, such amendment will also allow for the District to incur project costs outside of, but within the 1/2 mile, of boundaries of the District as permitted under Wisconsin Statutes Section 66.1105(2)(f)1.n.; and

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is

complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to publication of the public hearing notice, a copy of said notice was sent to the Superintendent of the Wausau School District, the President of Northcentral Technical College, and the Marathon County Administrator; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on February 21st, 2017 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

WHEREAS, the Finance Committee and the Economic Development Committee of the City of Wausau has recommended, and determined that the Wisconsin Tax Increment Law provides a desirable and feasible means of locally financing projects within the newly proposed amended boundaries and plan of TID # 6; and

WHEREAS, in accordance with Wisconsin's Tax Increment Law, the area to be included in Amendment Three to Tax Incremental District Number Six, City of Wausau, has been designated and recommended by the Plan Commission as provided in the project plan; and

WHEREAS, the Finance Committee and Economic Development Committee have reviewed the plan and concur with the summary of findings as required by Wisconsin Statute 66.1105(4m)(c) including:

- That development projected to occur would not occur or would not occur in the manner, at the values, or within the timeframe desired by the City without the plan amendment,
- That the economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are insufficient to compensate for the cost of the improvements,
- That the benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, under the powers granted by the authority of the Tax Increment Law, as follows:

1. That the territory described and shown on in the Project Plan Amendment Three is hereby included in the amended boundaries of Tax Incremental District Number Six, City of Wausau;
2. That real property within the area included in the amended district is suitable for industrial sites within the meaning of Section 66.1101 of the Wisconsin Statutes and has been zoned for industrial use and will remain zoned for industrial use for the life of the district. To further define industrial development, this plan refers to the definition of "industrial project" found in Section 66.1103(2)(k) to include but not be limited to the following: assembling, fabricating, manufacturing, mixing or processing facilities, telecommunications facilities, pollution control facilities, printing facilities, hospitals, clinics, nursing homes, animal hospitals and veterinary clinics, industrial park facilities, national or regional headquarter facilities, recreational facilities, convention centers, trade centers as well as related hotels/motels, warehousing, distribution, research, data processing facilities;
3. Not less than 50% by area of the real property within the District, as amended, is suitable for industrial sites within the meaning of s 66.1101 and has been zoned for such industrial uses. Furthermore, at the time of adoption of the creation Resolution for this District, and any subsequent Resolutions amending its boundaries, any property standing vacant for seven years immediately preceding adoption of the Resolution(s) did not comprise more than 25% of the total area in the District as required by Wisconsin Statutes Section 66.1105(4)(gm)1.

4. That the equalized value of taxable property of the district plus the value increment of all existing districts do not exceed 12 percent of the total equalized value of taxable property within the city;
5. That the improvement of the area included in Amendment Three to Tax Incremental District Number Six is likely to significantly enhance the value of substantially all of the other real property in such district;
6. That the project costs directly serve to promote industrial development, consistent with the purpose for which the district was created;
7. That the project plan for the development of the property in the area included in Amendment Three of Tax Incremental District Number Six is approved and that the plan is feasible and in conformity with the City's community and economic development objectives;
8. That the City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6)(am)1.
9. That the appropriate City officials shall provide the Joint Review Board with the information needed to prepare findings relative to approving the boundaries of the district and the project plan; and
10. That the City Clerk, City Treasurer, and City Assessor shall complete and submit the necessary forms to the Wisconsin Department of Revenue as may be required by that agency to formally approve the boundaries of Amendment Three to Tax Incremental District Number Six and the project plan.

Approved:

Robert B. Mielke Mayor

DRAFT

RESOLUTION OF THE JOINT REVIEW BOARD

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

RESOLUTION OF THE JOINT REVIEW BOARD	
Approving the Boundaries and Project Plan for Amendment Three to Tax Incremental Financing District Number 6, City of Wausau (TID # 6)	
File Number:	Date Introduced:

WHEREAS, the City of Wausau, Marathon County, Wisconsin seeks authorization to amend the boundaries and project plan for Tax Increment District Number Six, (the "District"); and

WHEREAS, this plan has received the necessary approvals by the Wausau Plan Commission and Common Council; and

WHEREAS, Wisconsin Statutes, Section 66.1105 requires that a Joint Review Board, (the "Board") shall convene no later than 45 days after receipt of the council approval to consider the proposed plan amendments; and

WHEREAS, the Board has reviewed the Project Plan and boundary amendment presented by the City of Wausau attached to this resolution; and

WHEREAS, the Board has evaluated the Project Plan amendment based upon the criteria established in Wisconsin Statutes, Section 66.1105(4m)(c)1. and found the following to be true

- The development projected to occur would not occur or would not occur in the manner, at the values, or within the timeframe desired by the City without the plan amendment,
- The economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are insufficient to compensate for the cost of the improvements,
- The benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Joint Review Board of the City of Wausau that the Project Plan Amendment Number Two for the City of Wausau Tax Increment District Number Six be approved,

BE IT FURTHER RESOLVED, that this executed resolution be signed by atleast three members of the Board and submitted to the City of Wausau no later than seven days after Board action.

Passed and Approved on _____, March 2016

City of Wausau Tax Increment District Number Six
Joint Review Board Members

Representing

City of Wausau
Citizen Member
Marathon County
Northcentral Technical College
Wausau School District

OPINION OF THE CITY ATTORNEY

to follow shortly!

DRAFT

Independent Contractor Agreement

THIS AGREEMENT, effective January 27, 2017, is entered into between Christian Schock, City of Wausau (Client), and Elizabeth Knight, d.b.a. Aplomb PR (Independent Contractor).

WHEREAS, Client wishes to enter into this Agreement for the non-exclusive services of Independent Contractor upon the terms and conditions set forth below; and,

WHEREAS, Independent Contractor wishes to enter into this Agreement for the non-exclusive retention of their services upon the terms and conditions set forth below:

Professional Terms

1. All communications materials developed by Independent Contractor in the performance of this Agreement will become the property of Client.
2. Errors and omissions: It is the Client's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. Independent Contractor is not liable for errors or omissions on work that is approved by Client.

Scope of Work

Client wishes to retain Independent Contractor's services for the following:

MAT release creative and project management

- Development of one article for Brandpoint's MAT release, approximately 450-550 words highlighting what makes Wausau an attractive place to invest, work and live. Aplomb PR to utilize BrandPoint's creative process and review team to best optimize the article for placements.
- Project management of Brandpoint distribution, ensuring Brandpoint delivers on services guaranteed. Aplomb PR to monitor placements and provide a weekly report to the client during the first four weeks of the campaign.
- Consultation on city's strategy for building landing page, including calls to actions and content.

Expenses

Expenses: Client is required to pay any expenses above and beyond the services of our agency as outlined in this contract, including, but not limited to Brandpoint fees, advertising fees, graphic design, professional photography or any services required to support the project outside of our creative service offering as outlined in this contract.

Timeline

Immediate. Upon completion of the campaign's landing page on the city's web site, Independent Contractor will engage Brandpoint to finalize the story and begin distribution.

Payment Terms

As compensation for its services, Client agrees to pay Independent Contractor a fee as follows:

\$550.00

Upon acceptance of this proposal, a 50% retainer is due, with the remaining 50% invoiced at the completion of the project. Payment by check should be mailed to Aplomb PR, 808 S. 12 Street, Wausau, WI 54403.

For Aplomb PR:



Elizabeth Knight
January 27, 2017

For City of Wausau:

Christian Schock
Date: _____



Building brands.
Educating consumers.
Driving sales.

Invoice

850 Fifth Street South, Hopkins, MN 55343

Date	Invoice Nbr
1/31/2017	812110

Federal ID 41-1975008

Bill To

Aplomb PR
Christian Shock
407 Grant Street
Wausau, WI 55401

Due Date	Terms	Sales Rep
3/17/2017	Net 45	CL

P.O. Nbr

Description	Qty	Rate	Amount
Brandpoint Branded Print & Online Content campaign. Campaign includes: article creation, print distribution, online placement with additional links, social media promotion, electronic photo services, and full reporting and analysis services. (See copy of Client Service Agreement)	1	5,595.00	5,595.00
Discount		-279.75	-279.75
Client: City of Wausau			

Thank you for your business!

Total USD \$5,315.25

Payments/Credits \$0.00

Balance Due \$5,315.25

If you have any questions regarding this invoice, please contact our Accounting department at 952-374-5265 or via email at accounting@brandpoint.com.

February 6, 2017

City Council – The City of Wausau
407 Grant Street
Wausau WI 54403

RE: The Wausau Club Repurposing

Dear City Council Members,

Thank you for your review of this proposal and the contents herein introducing the Museum of Contemporary Art (MOCA). I look forward to working with the city to bring this vision to fruition for everyone in our community to enjoy and benefit from for decades to come.

If you need further information or have questions regarding MOCA, please contact me directly.

David Anthony Hummer

MOCA Project Coordinator
Owner/manager, The Bauhaus, LLC
316 Washington Street
Wausau, WI 54403
(715) 571.6551
email- david.thebauhaus@gmail.com

Museum of Contemporary Art Overview

The former Wausau Club building is located in the heart of Wausau's Main Street Historic district, which is experiencing a surge of investment and redevelopment. In addition, the downtown Wausau's River District continues to expand, becoming a place for visitors and residents to experience and return to. In that spirit, it is our expectation the creation of the Museum of Contemporary Art (MOCA) will be an added destination in the River District to enhance and complement the growing arts community and Wausau area as a whole. Uniting the integrity of the historic Wausau Club building with the contemporary arts and community engagement opportunities, repurposing the Wausau Club will bring together residents who are dedicated to the arts' ability to enrich lives, broaden perspectives and support the community.

The Wausau Club is a cherished community icon that is an important part of the city's history, reflecting the evolution of our culture. The original Club suited the area's affluent citizens, and as time and the culture shifted, so has the use of this admired structure. Today, we are at another culture shift that promotes the rehabilitation of such a historical place that will in turn allow for a new surge in the arts community and its development.

Our vision is to convert the facility into a symbiotic space combining a contemporary art museum, educational studio, community outreach center, and art workshop studio. The main level will consist of the MOCA, including two gallery/exhibit spaces featuring works created by national and international contemporary artists. The MOCA gift shop and administrative offices will also occupy the main floor.

The facility anticipates utilizing a mix of city-owned surface parking and street parking while awaiting the conversion of the former Resurrection Parish School to another parking structure.

Please consider the attached proposal to convert the Wausau Club into space for the MOCA and additional amenities that will help promote the arts, provide event space and encourage ongoing education. We are asking the City of Wausau to provide pro bono ownership of the Wausau Club to the MOCA in return for the MOCA offering a new destination that will provide an additional economic boost by drawing local and out of town visitors to our city.

MOCA Idea

The conception of this idea began with artist, David Anthony Hummer, owner of The Bauhaus, LLC. Hummer has been a professional artist for over 30 years, specializing in oil painting and portraiture, owning several businesses dedicated to the arts and education. His paintings are held in private and corporate collections throughout the US.

Moving to Wausau in 2008, Hummer started The Bauhaus, LLC as a picture framing/art sales business assisting individual art collectors and corporate clients such as Inner Piece Interiors and Ghidorzi Company. In 2010, he began offering private painting lessons, which quickly grew to Hummer offering weekly workshop lessons at his studio located in downtown Wausau at 316 Washington Street. With no formal advertising — word of mouth and social media posts

only — The Bauhaus, LLC has grown to serving over 60 students, with the majority returning each month to attend a workshop, learning the art of oil painting.

Hummer and his wife, Becky also own Allister Deacon's Coffee House in downtown Wausau.

Approach

The MOCA will utilize the talents of Wausau area artists and developers to revitalize the structure.

We will approach the project estimating construction and rehabilitation taking approximately 5 months, with a goal of opening the facility in late August 2017 if the project begins in April. Working backwards, the following milestones are anticipated:

Fiscal Status: Upon final acceptance of this proposal, documents will be filed with the State of Wisconsin for the MOCA, Inc., requesting status as a 501(c)3 tax-exempt nonprofit organization. The Greenheck Foundation has provided a letter of intent, (included in this proposal), to fund the first year operations and exhibitions costs while the Wausau Club is being renovated. The Community Foundation of Northcentral Wisconsin will be approached to start an account for monies donated to the MOCA for endowment funding.

Management and Administration: The MOCA, Inc., a non-profit corporation, is governed by a board of directors who will oversee the organization's activities, with a focus on its mission, goals and overarching strategy.

The following community members are currently serving on the inaugural MOCA, Inc. board:

- * Dr. Carl Viviano
- * Mark Klinner
- * Kerry Fehrman
- * David Hummer
- * Jeanette Abraham

Following the organization's opening, operations in the newly renovated space will include hiring additional staff to include two part time employees. In addition, the board will review submissions for docents and volunteer staffing along with Internships for college students.

Construction: David Hummer will serve as project manager during the construction phase of operations, overseeing rehabilitation and contracting needs.

The Bauhaus, LLC: David Hummer will move The Bauhaus, LLC to the MOCA and continue teaching and overseeing art students. The new Bauhaus, LLC space will eventually offer more workshops in different mediums taught by qualified instructors, including but not limited to ceramics, metal-smithing, glassblowing, drawing, life drawing/anatomy, as well as classes specifically designed for a wide variety of art therapies and for children with special needs.

Financial Benefits / Community Engagement

Arts advocates have long heralded the arts as a cure-all to numerous social and economic issues, and the impact of the MOCA on the Wausau community will have a similarly significant set of benefits.

Evidence indicates the arts improve neighborhoods and invigorate local economies.

The American Alliance of Museums reports the nonprofit arts and culture industry annually generates over \$135 billion in economic activity, supports more than 4.1 million full-time jobs and returns over \$22 billion in local, state and federal tax revenues. Attendance at art events and art museum visits generates considerable income for local businesses, including restaurants, hotels, parking garages and retail stores. Local arts patrons spend an average of \$23.60 per event, while out of town visitors spend \$39.96. Dollars introduced into the community from out of town visitors have what is called an 'indirect multiplier effect' on the Wausau economy, meaning money that would otherwise not be present re-circulates in the economy because a portion is repeatedly spent on local goods and services. The multiplier effect encourages visitors to explore other local businesses, arts organizations and other attractions.

A copy of the Americans for the Arts study, "The 182 Arts & Economic Prosperity IV Study Regions," reviewing the economic impact of spending by nonprofit arts organizations and audiences, including information on Marathon County, is attached for reference.

Data also shows that 31.8 percent of regular visitors will be nonlocal. More than two-thirds (116 million) of American adult tourists include cultural, historic and arts locations in their travels. These cultural travelers – who will be easy to attract from nearby cities within the MOCA footprint (i.e. Minocqua or Eagle River) – are perfect tourists: they spend more money and stay for longer durations. The MOCA (in cooperation with existing institutions such as the Center for Visual Arts, Leigh Yawkey Woodson Art Museum and the Grand Theater) will become a destination and can turn art into an export industry.

Wisconsin as a state currently has thirteen museums that generate thousands of visitors and dollars a year. For example, the Bergstrom-Mahler Museum in Neenah annually brings in 29,000 visitors and the Milwaukee Art Museum accounts for 400,000 visitors a year. Locally, the Leigh Yawkey Woodson Art Museum brings in \$4.5 million a year. Our neighbor state, Minnesota is the largest arts funded state in America that annually enjoys \$1 billion in economic impact thanks to arts related attractions. Morgan Quitno Press named Minnesota the most livable state in the nation for the sixth year in a row due to citizens' access to the arts. Our other neighbors, Michigan, are known for their annual competition for the arts, Art Prize, an open contest in which any artist, established or emerging, can show work and any visitor can vote on it. The grand prize is \$250,000, with the competition bringing in artists and visitors from around the United States every year.

Additionally, the arts attract residents, private businesses and financial investment. The density of arts organizations plays a role in the image of a communities appeal; more accessible art equals a more appealing community. Studies indicate this is especially the case in attracting highly skilled residents with well-paying jobs who will have an increased financial impact on the community.

In short, for Wausau, the Arts mean business and an investment in our community.

Furthermore, participation in the arts increases social capital and a sense of community identity. Arts access and public arts programs boost civic engagement by providing a venue that attracts visitors who would otherwise not be socially engaged with one another and creating opportunities for residents to engage in constructive social activity. Research also shows the reverse to be true: the arts are enormously beneficial to the individual. Regular arts exposure improves physical, cognitive and psychological well-being and arts-integrated curricula improves academic performance among students. It also spurs innovation and entrepreneurialism, and can reduce crime in at-risk populations. Promoting volunteerism, increasing opportunities for social interaction and building relationships while improving our overall community image and status are among the many benefits of considering the MOCA as a new addition to our area.

Art for art's sake has its own set of intrinsic, quantifiable benefits.

The emergence of the MOCA in Wausau has the guaranteed potential to help in the development of the city. The potential of a contemporary art museum can improve a community's competitive edge, create a foundation for defining a sense of place, attract new and visiting populations, integrate the visions of community and business leaders and contribute to the development of a skilled workforce.

Construction Budget and Financing

See Attachment.

Operating Expenses

Financing for operating capital costs will be funded through community participation, fundraising events, naming rights of exhibit space and museum itself. Eventually, the museum operations budget would look to an endowment generating interest paid annually to cover operating expenses.

The Bauhaus, LLC enters into a lease agreement with the MOCA, Inc. to pay construction/rehab loan. Terms are commensurate with what the The Bauhaus, LLC is currently paying for a commercial storefront location downtown.

See Attachment.

Floor Plan

See Attachment.

Fundraising Opportunities

Corporate:

Possible corporate funding sources include but are not limited to:

- Aspirus, Inc., Wausau
- Ascension, Wausau
- Marshfield Clinic, Wausau
- Liberty Mutual, Wausau
- Church Mutual, Wausau
- Kolbe & Kolbe, Wausau
- Greenheck Fan, Wausau
- Manpower, Wausau
- Eastbay, Wausau
- Wausau Supply Company, Wausau
- EO Johnson, Wausau
- Bergstrom Automotive, Appleton
- Acuity, Sheboygan
- Kohl's, Menomonee
- Habush, Habush and Rottier S.C

Foundations:

Engage available 29 private, 11 corporate and 13 public foundations in Marathon County alone, in addition, from Southern Waushara County, to the cities of Superior, Green Bay and Hudson. Average request for funding of 18,868 per unit, (operating budget of \$1,000,000 of 53 foundations.

Public Events:

MOCA will present the opportunity for community members to financially sponsor an Ivy Leaf, that lists an individual or family name, or company and logo etched/engraved on an ivy leaf measuring approximately 5" x 5" made in heavy gauge copper. Each leaf will be attached to a metal vine structure, (as a unit consisting of X amount of leaves, measuring approx., 4' x 2'), which will be permanently affixed to the building exterior structure, symbolic of community growth and a mock "Live Wall," but instead of consisting of real ivy, the leaves will be copper, adding a natural patina green over the course of time.

Other Funding Events include;

MOCA's Annual Formal Ball, (a Membership Drive).

Annual MOCA National Juried Fine Art Exhibition. The exhibit would attract artists from across the US to enter the juried competition. This event will always overlap the Artrageous Weekend in Wausau.

Mission:

The Museum of Contemporary Art is a place where people from Northern Wisconsin can experience the work and ideas of artists – both living and deceased – to understand the historical, social and cultural context of the art of our time. MOCA integrates exhibitions, performances, collections, and educational programs to excite, challenge, and enlighten our visitors.

Vision:

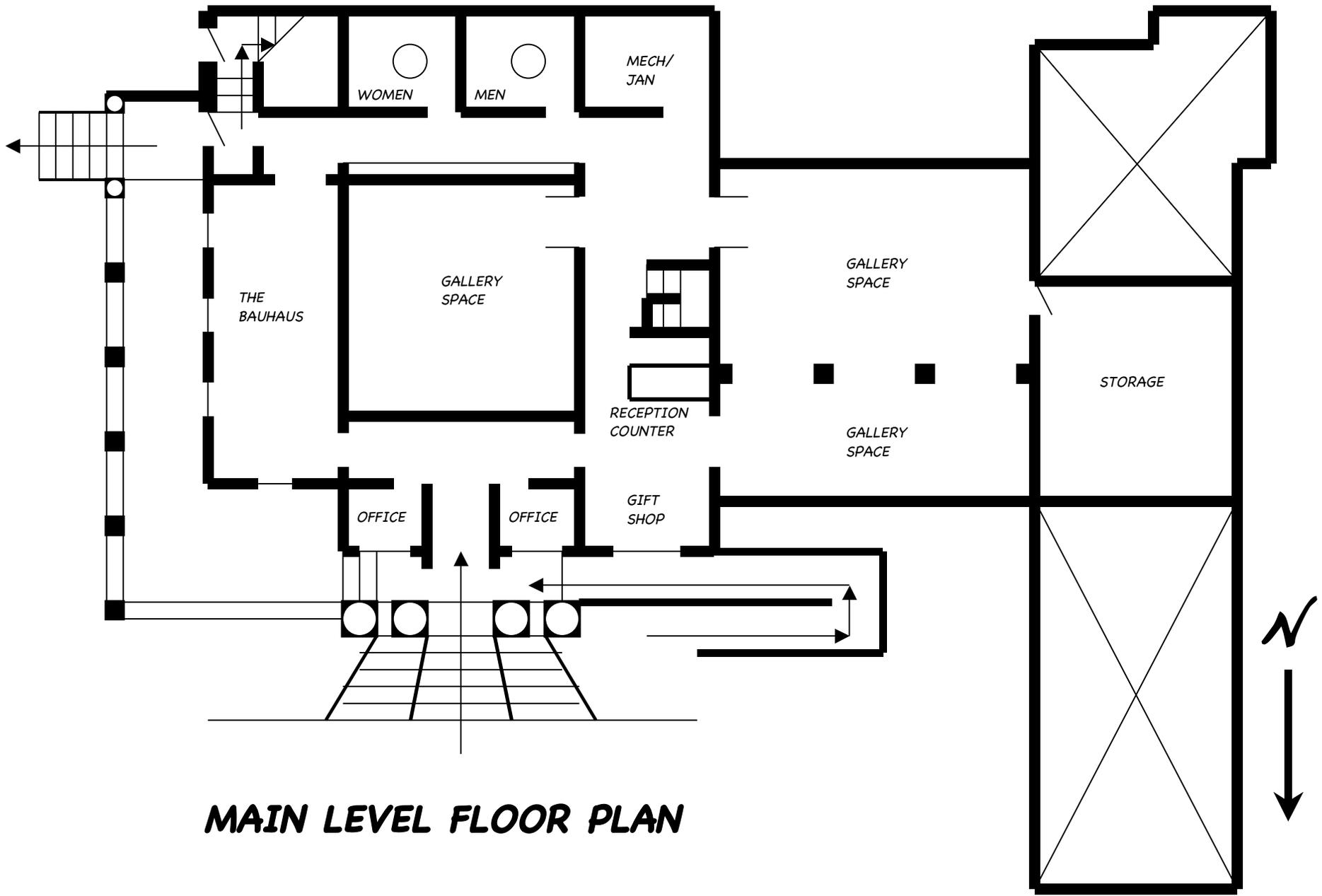
MOCA was established to bring the world of contemporary art to the northern half of Wisconsin, providing ease of access to a largely rural geographic region. By taking advantage of Wausau's unique position at a nexus of geographic, ethnic and social identities, MOCA fosters growth at both the individual and communal level, empowering a multitude of citizens, encouraging conversations and celebrating the area's unique perspectives. Our purpose is to engage a broad and diverse audience, to create a sense of community, and to incorporate the arts into the day-to-day fabric of Northern Wisconsin's cultural identity.

MOCA explores the rich arts and culture of our time through rotating exhibitions and public education programs. Featuring regional, national and international artists, the museum offers a wide range of exhibitions that promote a sense of creative experimentation with art and ideas. Together with adult and youth education programs and other cultural outreach efforts, the museum serves as an innovative forum for a culturally engaged community.

MOCA Construction Budget

HVAC , Plumbing/Restrooms	\$76,000.00
Demolition and Wall Construction Dumpster Fees and Light Wall Construction Front Entrance Assembly	\$12,000.00
Flooring-5,000 Sq. Ft. Clear Maple, 3 ¼" Installed and Finished	\$38,000.00
Electrical, Lighting, Security Time and Materials at ½ Rate	\$8,000.00
Exterior/Interior Paint & Drywall Skim Coating Plaster Drywall New Wall Construction	\$40,000.00
Wrought Iron Handrails All Exterior Handrailings	\$ 5,000.00
<hr/>	
Estimated Total	\$179,000.00
10% Overage	\$17,900.00
<hr/>	
Construction Budget Total	\$196,900.00

*All bidding/estimates were performed in 2017



MAIN LEVEL FLOOR PLAN



B.A. & ESTHER
GREENHECK
FOUNDATION

PROVIDING OPPORTUNITIES FOR GROWTH

September 21, 2016

To whom it may concern,

I support the efforts of Mr. David Hummer in repurposing the former Wausau Club into a Contemporary Art Museum. I believe this will have a very positive impact both economically and to the art community in Marathon County and surrounding areas.

While I cannot guarantee funding from the B.A. & Esther Greenheck Foundation at this time, I will say this project would certainly fit in our efforts to support the Arts and Economic Development in this community. I believe the foundation's board would be open to entertaining a grant request if this project comes to fruition.

Brian Gumness
Executive Director

ESTABLISHED 1998
B.A. GREENHECK
(1917-2003)

BOARD OF TRUSTEES

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BRIAN GUMNESS
PAM JACKSON
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EBEN (JACK) JACKSON
MARK BRADLEY
BARBARA BROWN
DON GRADE
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BRIAN L. GUMNESS
EXECUTIVE DIRECTOR

500 FIRST STREET, SUITE 2200
WAUSAU, WI 54403
PHONE: (715) 842-3700
FAX: (715) 842-7300

INFO@PROVIDINGOPPORTUNITIES.ORG
WWW.PROVIDINGOPPORTUNITIES.ORG

The 182 Arts & Economic Prosperity IV Study Regions

State	Study Region	Population Group*	2010 Population	Spending by Nonprofit Arts and Culture Organizations	+ Spending by Nonprofit Arts and Culture Audiences	= Total Spending by the Nonprofit Arts and Culture INDUSTRY	ECONOMIC IMPACT OF INDUSTRY SPENDING			
							Full-Time Equivalent Jobs Supported	Resident Household Income Generated	Local Government Revenue Generated	State Government Revenue Generated
NATIONAL ESTIMATES OF ECONOMIC IMPACT				\$61.1 Billion	\$74.1 Billion	\$135.2 Billion	4.1 Million	\$86.7 Billion	\$6.7 Billion	\$9.6 Billion
AK	City and Borough of Juneau	A	30,796	\$5,619,527	\$1,126,828	\$6,746,355	298	\$4,532,000	\$289,000	\$297,000
AK	City of Fairbanks	A	35,132	\$6,561,302	\$5,591,498	\$12,152,800	385	\$7,624,000	\$566,000	\$902,000
AK	Greater Ketchikan Area	A	13,005	\$2,040,042	\$3,695,946	\$5,735,988	129	\$2,835,000	\$194,000	\$296,000
AL	Jefferson County	E	665,027	\$88,544,195	\$146,401,225	\$234,945,420	6,805	\$149,909,000	\$8,312,000	\$9,218,000
AR	Northwest Arkansas Area	Regional	425,685	\$30,916,901	\$14,580,226	\$45,497,127	1,488	\$29,597,000	\$921,000	\$3,059,000
AZ	City of Flagstaff	B	60,222	\$37,774,574	\$35,163,708	\$72,938,282	2,497	\$55,658,000	\$3,836,000	\$3,784,000
AZ	City of Mesa	D	463,552	\$14,678,209	\$10,495,071	\$25,173,280	850	\$21,087,000	\$1,175,000	\$1,455,000
AZ	City of Phoenix	F	1,567,924	\$164,507,239	\$136,110,089	\$300,617,328	9,623	\$218,655,000	\$13,955,000	\$17,711,000
AZ	Pima County	F	1,020,200	\$42,775,159	\$44,940,733	\$87,715,892	2,602	\$55,250,000	\$3,827,000	\$4,295,000
AZ	West Valley Region	Regional	803,692	\$8,532,844	\$6,179,636	\$14,712,480	539	\$13,196,000	\$671,000	\$911,000
CA	City and County of San Francisco	E	815,358	\$472,127,310	\$237,851,930	\$709,979,240	19,744	\$508,933,000	\$24,160,000	\$35,138,000
CA	City of Glendale	C	197,176	\$5,793,445	\$2,978,277	\$8,771,722	223	\$6,715,000	\$391,000	\$538,000
CA	City of Laguna Beach	A	23,995	\$27,677,930	\$21,403,349	\$49,081,279	1,351	\$32,118,000	\$2,041,000	\$2,531,000
CA	City of Los Angeles	F	3,833,995	\$950,548,282	\$435,210,240	\$1,385,758,522	37,354	\$1,185,464,000	\$61,512,000	\$76,718,000
CA	City of Oakland	D	404,155	\$31,655,035	\$22,017,486	\$53,672,521	1,663	\$43,485,000	\$2,797,000	\$2,948,000
CA	City of Riverside	D	295,357	\$14,442,437	\$20,727,398	\$35,169,835	1,075	\$24,146,000	\$1,515,000	\$2,207,000
CA	City of San Diego	F	1,279,329	\$238,087,570	\$341,334,110	\$579,421,680	17,817	\$447,286,000	\$26,151,000	\$34,915,000
CA	City of San Jose	E	948,279	\$73,279,714	\$49,348,167	\$122,627,881	2,809	\$61,026,000	\$3,947,000	\$4,782,000
CA	City of Santa Clarita	C	169,500	\$5,807,151	\$5,564,504	\$11,371,655	309	\$9,561,000	\$436,000	\$673,000
CA	City of Walnut Creek	B	65,384	\$18,136,698	\$14,346,782	\$32,483,480	865	\$19,621,000	\$1,184,000	\$1,641,000
CA	City of West Hollywood	A	36,005	\$20,718,409	\$8,515,044	\$29,233,453	776	\$24,468,000	\$1,246,000	\$1,565,000
CA	Riverside County	F	2,125,440	\$51,638,155	\$34,438,434	\$86,076,589	2,517	\$54,786,000	\$3,790,000	\$4,764,000
CA	Sacramento County	F	1,400,949	\$82,052,285	\$29,930,968	\$111,983,253	4,441	\$97,353,000	\$5,998,000	\$7,158,000
CA	San Diego County	F	3,053,793	\$272,357,906	\$392,652,110	\$665,010,016	20,374	\$511,795,000	\$29,982,000	\$40,035,000
CA	Santa Barbara County	D	407,057	\$79,694,226	\$44,322,268	\$124,016,494	3,587	\$78,517,000	\$5,194,000	\$6,553,000
CA	Santa Clara County	F	1,784,642	\$105,408,550	\$61,982,976	\$167,391,526	4,224	\$97,362,000	\$5,441,000	\$6,822,000

* The 139 city and county study regions are stratified into six population groups based on the U.S. Census Bureau's estimated 2010 population: Group A (fewer than 50,000), Group B (50,000 to 99,999), Group C (100,000 to 249,999), Group D (250,000 to 499,999), Group E (500,000 to 999,999), and Group F (1,000,000 or more). The 43 remaining study regions are multi-city or multi-county regions, statewide study regions, or individual arts districts.

The 182 Arts & Economic Prosperity IV Study Regions

State	Study Region	Population Group*	2010 Population	Spending by Nonprofit Arts and Culture Organizations	+ Spending by Nonprofit Arts and Culture Audiences	= Total Spending by the Nonprofit Arts and Culture INDUSTRY	ECONOMIC IMPACT OF INDUSTRY SPENDING			
							Full-Time Equivalent Jobs Supported	Resident Household Income Generated	Local Government Revenue Generated	State Government Revenue Generated
CO	City of Boulder	B	94,171	\$8,624,902	\$11,572,023	\$20,196,925	524	\$12,754,000	\$659,000	\$681,000
CO	City of Durango	A	16,416	\$5,832,804	\$3,220,322	\$9,053,126	309	\$6,495,000	\$420,000	\$225,000
CO	City of Fort Collins	C	136,509	\$9,014,152	\$10,153,509	\$19,167,661	528	\$11,843,000	\$1,185,000	\$643,000
CO	City of Gunnison	A	1,651	\$302,675	\$179,257	\$481,932	12	\$297,000	\$16,000	\$11,000
CO	Gunnison County	A	15,350	\$3,434,707	\$3,529,973	\$6,964,680	171	\$3,584,000	\$297,000	\$166,000
CO	Pikes Peak Region	Regional	626,227	\$37,468,951	\$34,544,172	\$72,013,123	2,168	\$46,559,000	\$4,328,000	\$2,290,000
CO	Town of Crested Butte	A	5,461	\$3,132,032	\$3,350,716	\$6,482,748	159	\$3,287,000	\$281,000	\$155,000
CO	Town of Telluride	A	2,361	\$16,611,397	\$20,797,981	\$37,409,378	977	\$22,477,000	\$1,825,000	\$754,000
CT	Fairfield County	E	901,208	\$83,960,617	\$46,000,821	\$129,961,438	3,972	\$88,292,000	\$4,679,000	\$5,836,000
CT	Greater Hartford Area	Regional	1,030,296	\$148,424,871	\$82,005,472	\$230,430,343	6,879	\$190,202,000	\$5,184,000	\$16,244,000
CT	State of Connecticut	Statewide	3,518,288	\$455,478,455	\$197,482,356	\$652,960,811	18,314	\$462,526,000	\$25,840,000	\$33,236,000
DC	District of Columbia**	E	599,657	\$688,101,361	\$394,790,447	\$1,082,891,808	14,554	\$457,763,000	\$80,102,000	\$0
DC/VA/MD	Greater Washington DC Region	Regional	3,835,576	\$946,533,733	\$563,722,354	\$1,510,256,087	29,003	\$816,716,000	\$120,480,000	\$20,654,000
DE	State of Delaware	Statewide	885,122	\$103,407,778	\$38,921,849	\$142,329,627	3,868	\$112,337,000	\$1,704,000	\$8,235,000
FL	Alachua County	C	243,574	\$32,337,690	\$53,153,848	\$85,491,538	2,344	\$49,827,000	\$3,220,000	\$4,042,000
FL	Broward County	F	1,766,476	\$102,990,228	\$126,877,854	\$229,868,082	6,402	\$157,263,000	\$10,889,000	\$11,011,000
FL	Central Florida Region	Regional	3,698,071	\$98,950,181	\$165,039,213	\$263,989,394	8,966	\$199,855,000	\$15,249,000	\$20,596,000
FL	City of Miami	D	413,201	\$342,575,781	\$233,887,365	\$576,463,146	13,991	\$441,017,000	\$22,020,000	\$35,658,000
FL	City of Miami Beach	B	84,633	\$97,961,950	\$56,323,841	\$154,285,791	4,311	\$140,711,000	\$6,695,000	\$10,513,000
FL	City of Orlando	C	230,519	\$48,132,075	\$45,874,130	\$94,006,205	3,487	\$77,100,000	\$3,803,000	\$4,765,000
FL	City of Winter Park	A	27,909	\$15,982,824	\$26,578,730	\$42,561,554	1,478	\$29,997,000	\$1,680,000	\$1,949,000
FL	Lee County	E	586,908	\$23,141,643	\$45,143,166	\$68,284,809	2,038	\$48,103,000	\$3,600,000	\$5,801,000
FL	Miami-Dade County	F	2,500,625	\$673,958,759	\$402,224,799	\$1,076,183,558	29,792	\$935,293,000	\$39,212,000	\$65,731,000
FL	Orange County	F	1,086,480	\$70,665,797	\$110,252,107	\$180,917,904	6,703	\$128,738,000	\$7,458,000	\$8,308,000
FL	Osceola County	D	270,618	\$1,891,223	\$499,214	\$2,390,437	78	\$1,749,000	\$53,000	\$141,000
FL	Palm Beach County	F	1,279,950	\$138,895,426	\$111,052,882	\$249,948,308	5,782	\$135,847,000	\$11,348,000	\$12,583,000

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** The District of Columbia is a unique study partner due to the fact that there is no state government.

The 182 Arts & Economic Prosperity IV Study Regions

State	Study Region	Population Group*	2010 Population	Spending by Nonprofit Arts and Culture Organizations	+ Spending by Nonprofit Arts and Culture Audiences	= Total Spending by the Nonprofit Arts and Culture INDUSTRY	ECONOMIC IMPACT OF INDUSTRY SPENDING			
							Full-Time Equivalent Jobs Supported	Resident Household Income Generated	Local Government Revenue Generated	State Government Revenue Generated
FL	Polk County	E	583,403	\$2,664,450	\$7,801,775	\$10,466,225	338	\$7,581,000	\$566,000	\$854,000
FL	Sarasota County	D	369,765	\$129,273,630	\$50,749,733	\$180,023,363	4,579	\$134,363,000	\$7,580,000	\$12,556,000
FL	Seminole County	D	413,204	\$2,057,892	\$1,301,516	\$3,359,408	102	\$2,383,000	\$170,000	\$257,000
FL	Volusia County	D	495,890	\$10,072,822	\$15,935,543	\$26,008,365	792	\$18,109,000	\$1,540,000	\$2,140,000
GA	City of Atlanta	E	537,958	\$168,113,885	\$131,869,187	\$299,983,072	9,424	\$232,223,000	\$14,190,000	\$13,276,000
GA	Greater Athens Area	Regional	255,766	\$3,912,577	\$6,168,568	\$10,081,145	352	\$8,157,000	\$610,000	\$371,000
HI	State of Hawai'i	Statewide	1,295,178	\$89,285,852	\$70,319,715	\$159,605,567	4,426	\$126,504,000	\$3,188,000	\$14,306,000
IA	City of Dubuque	B	57,250	\$17,589,715	\$29,593,558	\$47,183,273	1,530	\$36,737,000	\$2,719,000	\$2,263,000
IA	Creative Corridor in Northwest Iowa	Regional	111,388	\$3,726,102	\$7,459,884	\$11,185,986	320	\$7,140,000	\$579,000	\$469,000
IA	Iowa Cultural Corridor	Regional	534,698	\$50,228,171	\$29,572,994	\$79,801,165	2,761	\$52,362,000	\$3,315,000	\$4,055,000
ID	City of Boise	C	205,314	\$22,741,964	\$25,293,132	\$48,035,096	1,602	\$35,976,000	\$1,645,000	\$2,816,000
IL	City of Chicago	F	2,853,114	\$1,207,544,625	\$989,821,832	\$2,197,366,457	60,481	\$1,280,521,000	\$119,025,000	\$94,961,000
IL	Greater Peoria Area	Regional	357,144	\$14,812,915	\$5,555,837	\$20,368,752	850	\$18,637,000	\$1,191,000	\$1,029,000
IL	Greater Rockford Area	Regional	353,722	\$17,435,165	\$6,624,256	\$24,059,421	1,089	\$21,176,000	\$1,465,000	\$1,274,000
IL	State of Illinois	Statewide	12,910,409	\$1,561,103,104	\$1,191,622,162	\$2,752,725,266	78,455	\$2,282,701,000	\$165,826,000	\$157,735,000
IN	City of Bloomington	B	71,819	\$52,300,406	\$19,976,316	\$72,276,722	3,430	\$63,593,000	\$2,641,000	\$3,647,000
IN	City of Indianapolis	E	808,466	\$192,851,132	\$191,393,300	\$384,244,432	13,136	\$318,488,000	\$15,912,000	\$26,571,000
KS	City of Wichita	D	366,046	\$37,094,163	\$29,063,523	\$66,157,686	2,006	\$50,049,000	\$3,392,000	\$3,069,000
KY	Lexington-Fayette Urban County	D	296,545	\$8,107,533	\$10,446,761	\$18,554,294	709	\$17,104,000	\$488,000	\$1,403,000
LA	City of Slidell	A	27,183	\$902,631	\$2,217,986	\$3,120,617	93	\$1,850,000	\$186,000	\$230,000
LA	St. Tammany Parish	C	231,495	\$5,565,023	\$14,696,163	\$20,261,186	681	\$13,493,000	\$1,269,000	\$1,539,000
MA	City of Pittsfield	A	42,652	\$12,918,102	\$12,388,438	\$25,306,540	762	\$14,275,000	\$1,086,000	\$1,146,000
MD	City of Baltimore	E	637,418	\$266,273,496	\$121,937,488	\$388,210,984	9,505	\$260,413,000	\$16,985,000	\$16,914,000
MD	Montgomery County	E	971,600	\$76,727,887	\$74,321,520	\$151,049,407	2,955	\$63,418,000	\$4,984,000	\$5,306,000
MD	Prince George's County	E	834,560	\$16,322,724	\$12,639,245	\$28,961,969	644	\$18,129,000	\$1,202,000	\$1,524,000
ME	City of Portland	B	62,561	\$26,506,636	\$22,643,872	\$49,150,508	1,535	\$35,439,000	\$2,755,000	\$2,903,000
MI	Southeastern Michigan Region	Regional	4,813,747	\$344,665,264	\$132,560,262	\$477,225,526	18,705	\$423,814,000	\$20,331,000	\$34,532,000

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The 182 Arts & Economic Prosperity IV Study Regions

State	Study Region	Population Group*	2010 Population	Spending by Nonprofit Arts and Culture Organizations	+ Spending by Nonprofit Arts and Culture Audiences	= Total Spending by the Nonprofit Arts and Culture INDUSTRY	ECONOMIC IMPACT OF INDUSTRY SPENDING			
							Full-Time Equivalent Jobs Supported	Resident Household Income Generated	Local Government Revenue Generated	State Government Revenue Generated
MN	City of Rochester	C	100,413	\$19,122,720	\$19,084,515	\$38,207,235	873	\$20,310,000	\$973,000	\$2,016,000
MO	Buchanan County	B	89,856	\$6,245,874	\$4,626,753	\$10,872,627	489	\$9,770,000	\$438,000	\$451,000
MO	Grand Center Arts District	Arts District	319,294	\$61,928,802	\$19,247,258	\$81,176,060	3,328	\$76,320,000	\$4,103,000	\$3,451,000
MO	Greater St. Louis Area	F	1,348,995	\$313,254,748	\$269,079,387	\$582,334,135	18,983	\$452,252,000	\$28,287,000	\$29,561,000
MO/KS	Metropolitan Kansas City Area	Regional	1,722,576	\$203,863,115	\$69,273,171	\$273,136,286	8,346	\$237,442,000	\$9,032,000	\$12,809,000
MS	Greater Jackson Area	C	247,631	\$4,075,820	\$6,715,101	\$10,790,921	471	\$10,757,000	\$586,000	\$986,000
MT	City of Missoula	B	68,202	\$13,612,783	\$26,286,497	\$39,899,280	1,447	\$30,333,000	\$1,820,000	\$1,471,000
NC	Buncombe County	C	231,452	\$16,928,713	\$26,820,994	\$43,749,707	1,427	\$32,458,000	\$2,288,000	\$2,465,000
NC	Cumberland County	D	315,207	\$32,194,922	\$21,542,634	\$53,737,556	1,769	\$35,785,000	\$2,613,000	\$2,797,000
NC	Durham County	D	269,706	\$74,120,175	\$51,414,683	\$125,534,858	4,550	\$105,159,000	\$6,099,000	\$5,335,000
NC	Forsyth County	D	359,638	\$70,673,164	\$65,925,399	\$136,598,563	4,769	\$112,395,000	\$5,743,000	\$7,959,000
NC	Guilford County	D	480,362	\$46,389,422	\$71,743,900	\$118,133,322	4,269	\$78,387,000	\$5,386,000	\$5,908,000
NC	Lenoir County	B	56,387	\$919,234	\$654,637	\$1,573,871	52	\$1,220,000	\$74,000	\$65,000
NC	Mecklenburg County	E	913,639	\$101,177,294	\$101,620,796	\$202,798,090	6,240	\$144,567,000	\$8,367,000	\$9,766,000
NC	Moore County	B	87,158	\$3,166,513	\$3,221,079	\$6,387,592	149	\$3,445,000	\$208,000	\$251,000
NC	New Hanover County	C	195,085	\$5,742,658	\$15,106,019	\$20,848,677	799	\$17,524,000	\$1,076,000	\$1,073,000
NC	Orange County	C	129,083	\$63,902,675	\$21,503,700	\$85,406,375	3,352	\$68,435,000	\$3,504,000	\$4,537,000
NC	Pitt County	C	159,057	\$6,162,737	\$3,096,141	\$9,258,878	462	\$9,347,000	\$386,000	\$449,000
NC	Rutherford County	B	63,415	\$528,372	\$378,229	\$906,601	24	\$520,000	\$30,000	\$34,000
NC	State of North Carolina	Statewide	9,380,884	\$659,296,614	\$582,577,874	\$1,241,874,488	43,605	\$946,707,000	\$56,632,000	\$62,373,000
NC	Town of Cary	C	129,545	\$4,217,795	\$4,964,157	\$9,181,952	399	\$8,225,000	\$505,000	\$523,000
NC	Transylvania County	A	30,203	\$4,366,142	\$4,193,766	\$8,559,908	240	\$4,909,000	\$312,000	\$359,000
NC	Wake County	E	897,214	\$87,806,772	\$78,421,629	\$166,228,401	6,601	\$124,823,000	\$7,228,000	\$8,640,000
NC	Watauga County	A	45,479	\$2,675,429	\$6,510,435	\$9,185,864	264	\$5,646,000	\$466,000	\$372,000
NC	Wayne County	C	113,811	\$1,475,605	\$1,363,434	\$2,839,039	90	\$1,908,000	\$140,000	\$127,000
ND	Greater Minot Area	Regional	79,513	\$6,284,757	\$3,621,156	\$9,905,913	225	\$4,482,000	\$347,000	\$495,000
NE	Adams County	A	33,324	\$5,429,833	\$3,242,344	\$8,672,177	316	\$6,661,000	\$406,000	\$421,000

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The 182 Arts & Economic Prosperity IV Study Regions

State	Study Region	Population Group*	2010 Population	Spending by Nonprofit Arts and Culture Organizations	+	Spending by Nonprofit Arts and Culture Audiences	=	Total Spending by the Nonprofit Arts and Culture INDUSTRY	ECONOMIC IMPACT OF INDUSTRY SPENDING			
									Full-Time Equivalent Jobs Supported	Resident Household Income Generated	Local Government Revenue Generated	State Government Revenue Generated
NE	Buffalo County	A	45,814	\$5,306,985		\$4,376,476		\$9,683,461	281	\$7,771,000	\$383,000	\$447,000
NE	City of Lincoln	D	251,624	\$33,489,188		\$19,565,607		\$53,054,795	1,550	\$39,481,000	\$2,404,000	\$2,570,000
NE	City of Omaha	D	438,646	\$45,854,282		\$44,017,170		\$89,871,452	3,431	\$76,283,000	\$3,889,000	\$5,218,000
NE	Platte County	A	32,515	\$965,884		\$3,030,192		\$3,996,076	95	\$2,208,000	\$143,000	\$213,000
NE	State of Nebraska	Statewide	1,796,619	\$95,764,864		\$78,624,668		\$174,389,532	6,473	\$157,868,000	\$8,321,000	\$10,432,000
NH	City of Rochester	A	30,654	\$4,322,451		\$3,068,572		\$7,391,023	287	\$5,318,000	\$238,000	\$282,000
NH	Greater Concord Area	Regional	42,255	\$10,751,712		\$6,957,719		\$17,709,431	568	\$12,946,000	\$830,000	\$789,000
NH	Greater Portsmouth Area	Regional	20,443	\$10,501,380		\$30,911,501		\$41,412,881	1,270	\$26,600,000	\$2,694,000	\$2,226,000
NH	Northern New Hampshire	Regional	117,778	\$7,775,243		\$7,372,158		\$15,147,401	447	\$10,209,000	\$707,000	\$582,000
NH	State of New Hampshire	Statewide	1,324,575	\$53,028,067		\$62,054,161		\$115,082,228	3,493	\$79,531,000	\$5,837,000	\$5,769,000
NH	Town of Newmarket	A	8,936	\$60,727		\$89,438		\$150,165	5	\$108,000	\$8,000	\$8,000
NJ	Bergen County	E	895,250	\$11,075,060		\$14,497,093		\$25,572,153	685	\$16,034,000	\$1,282,000	\$1,162,000
NJ	City of Newark	D	278,980	\$74,303,488		\$52,868,971		\$127,172,459	3,580	\$94,598,000	\$5,157,000	\$6,117,000
NJ	Princeton	A	30,829	\$39,938,248		\$11,382,126		\$51,320,374	2,097	\$44,570,000	\$2,990,000	\$2,659,000
NM	City of Albuquerque	E	521,999	\$61,618,323		\$30,270,300		\$91,888,623	3,674	\$87,800,000	\$3,219,000	\$8,390,000
NV	Clark County	F	1,902,834	\$34,739,177		\$21,573,435		\$56,312,612	1,537	\$39,606,000	\$1,500,000	\$3,046,000
NY	Chenango County	B	50,620	\$1,019,269		\$811,106		\$1,830,375	41	\$933,000	\$117,000	\$59,000
NY	City of Auburn	A	27,138	\$1,954,515		\$1,634,048		\$3,588,563	104	\$1,999,000	\$299,000	\$144,000
NY	Greater Syracuse Area	D	454,753	\$33,892,863		\$99,467,778		\$133,360,641	5,117	\$110,362,000	\$12,627,000	\$7,470,000
NY	Tompkins County	C	101,779	\$13,378,656		\$7,336,956		\$20,715,612	789	\$14,519,000	\$1,552,000	\$837,000
NY	Westchester County	E	955,962	\$96,846,062		\$59,594,940		\$156,441,002	4,800	\$114,667,000	\$12,466,000	\$10,640,000
OH	Athens County	B	63,026	\$16,751,009		\$7,598,782		\$24,349,791	739	\$17,865,000	\$1,108,000	\$1,065,000
OH	Greater Columbus Area	F	1,150,122	\$131,118,075		\$95,167,848		\$226,285,923	8,532	\$207,145,000	\$11,094,000	\$14,489,000
OH	Mahoning Valley Region	Regional	446,892	\$13,091,576		\$12,537,414		\$25,628,990	930	\$18,860,000	\$1,184,000	\$1,340,000
OK	Greater Enid Area	B	58,928	\$5,018,795		\$4,667,999		\$9,686,794	334	\$6,829,000	\$380,000	\$506,000
OR	City of Eugene	C	150,104	\$29,471,563		\$16,084,968		\$45,556,531	1,739	\$34,810,000	\$1,678,000	\$743,000
OR	Greater Portland Area	Regional	1,650,316	\$152,061,856		\$101,452,193		\$253,514,049	8,529	\$195,356,000	\$10,975,000	\$10,382,000

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The 182 Arts & Economic Prosperity IV Study Regions

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PA	Allegheny County	F	1,218,494	\$368,814,926		\$316,787,838		\$685,602,764	20,549	\$409,738,000	\$31,448,000	\$43,193,000
PA	Cambria County	C	143,998	\$9,150,036		\$25,007,884		\$34,157,920	1,036	\$22,359,000	\$1,342,000	\$2,177,000
PA	Centre Region	Regional	76,862	\$9,988,260		\$12,476,232		\$22,464,492	707	\$16,333,000	\$1,072,000	\$1,453,000
PA	City and County of Philadelphia	F	1,547,297	\$767,225,682		\$478,712,213		\$1,245,937,895	29,844	\$765,773,000	\$59,324,000	\$59,739,000
PA	Erie	C	194,083	\$10,648,662		\$7,500,339		\$18,149,001	637	\$12,834,000	\$714,000	\$1,006,000
PA	Greater Harrisburg Area	Regional	920,354	\$30,858,126		\$23,583,352		\$54,441,478	1,890	\$40,482,000	\$2,525,000	\$3,675,000
PA	Greater Philadelphia Region	Regional	4,012,573	\$874,487,294		\$521,137,437		\$1,395,624,731	43,722	\$1,039,733,000	\$73,920,000	\$95,134,000
PA	Indiana County	B	87,450	\$444,592		\$142,854		\$587,446	23	\$482,000	\$17,000	\$28,000
PA	Lackawanna County	C	208,801	\$14,402,174		\$12,507,554		\$26,909,728	985	\$19,840,000	\$1,057,000	\$1,373,000
PA	Lehigh Valley Region	Regional	706,374	\$102,106,780		\$105,867,965		\$207,974,745	7,114	\$140,655,000	\$8,239,000	\$13,178,000
PA	Northern Tier Region	Regional	395,310	\$3,948,860		\$3,253,732		\$7,202,592	203	\$4,214,000	\$265,000	\$359,000
PA	State of Pennsylvania	Statewide	12,604,767	\$1,470,650,098		\$1,074,732,171		\$2,545,382,269	81,061	\$1,834,659,000	\$159,003,000	\$201,012,000
RI	City of Providence	C	171,557	\$83,987,042		\$106,067,850		\$190,054,892	4,669	\$106,974,000	\$9,268,000	\$9,732,000
SC	Greater Columbia Area	Regional	627,630	\$18,529,817		\$17,368,257		\$35,898,074	1,510	\$33,057,000	\$1,773,000	\$2,154,000
SD	Greater Aberdeen Area	Regional	51,202	\$1,565,591		\$3,045,063		\$4,610,654	145	\$3,132,000	\$214,000	\$214,000
SD	Greater Sioux Falls Area	Regional	183,048	\$15,932,153		\$19,105,535		\$35,037,688	1,324	\$30,585,000	\$1,470,000	\$1,745,000
SD	State of South Dakota	Statewide	812,383	\$36,204,342		\$60,456,028		\$96,660,370	2,989	\$66,645,000	\$3,101,000	\$4,751,000
TN	Greater Chattanooga Area	D	337,175	\$40,414,728		\$65,579,534		\$105,994,262	3,880	\$87,016,000	\$4,514,000	\$7,519,000
TN	Greater Memphis Area	E	920,232	\$62,573,460		\$62,582,581		\$125,156,041	3,898	\$104,703,000	\$5,528,000	\$9,568,000
TX	City of Austin	E	757,688	\$137,180,288		\$98,968,236		\$236,148,524	7,315	\$164,865,000	\$13,671,000	\$9,286,000
TX	City of Dallas	F	1,279,910	\$165,380,803		\$156,585,203		\$321,966,006	11,227	\$285,722,000	\$17,461,000	\$20,118,000
TX	City of McKinney	C	121,211	\$631,703		\$1,407,326		\$2,039,029	52	\$1,148,000	\$88,000	\$113,000
TX	City of San Antonio	F	1,351,305	\$62,725,080		\$71,964,193		\$134,689,273	5,132	\$121,493,000	\$7,442,000	\$9,769,000
TX	Dallas Arts District	Arts District	1,279,910	\$76,319,421		\$52,309,107		\$128,628,528	4,596	\$116,526,000	\$6,368,000	\$7,855,000
TX	Greater Houston Area	Regional	5,613,162	\$414,564,022		\$563,107,041		\$977,671,063	29,118	\$702,942,000	\$58,114,000	\$72,261,000
TX	Harris County	F	4,070,989	\$373,412,394		\$495,568,097		\$868,980,491	19,651	\$612,269,000	\$45,615,000	\$51,816,000
TX	North Texas Region	Regional	5,876,306	\$211,858,761		\$216,653,567		\$428,512,328	15,202	\$388,217,000	\$25,645,000	\$31,033,000

* The 139 city and county study regions are stratified into six population groups based on the U.S. Census Bureau's estimated 2010 population: Group A (fewer than 50,000), Group B (50,000 to 99,999), Group C (100,000 to 249,999), Group D (250,000 to 499,999), Group E (500,000 to 999,999), and Group F (1,000,000 or more). The 43 remaining study regions are multi-city or multi-county regions, statewide study regions, or individual arts districts.

The 182 Arts & Economic Prosperity IV Study Regions

State	Study Region	Population Group*	2010 Population	Spending by Nonprofit Arts and Culture Organizations	+	Spending by Nonprofit Arts and Culture Audiences	=	Total Spending by the Nonprofit Arts and Culture INDUSTRY	ECONOMIC IMPACT OF INDUSTRY SPENDING			
									Full-Time Equivalent Jobs Supported	Resident Household Income Generated	Local Government Revenue Generated	State Government Revenue Generated
TX	Tarrant County	F	1,789,900	\$39,181,830		\$45,257,105		\$84,438,935	3,011	\$73,256,000	\$5,147,000	\$6,044,000
UT	Iron County	A	45,280	\$9,397,878		\$32,970,876		\$42,368,754	1,068	\$18,776,000	\$1,852,000	\$1,913,000
VA	Arlington County	C	217,483	\$90,053,057		\$7,324,424		\$97,377,481	2,545	\$56,865,000	\$3,927,000	\$3,158,000
VA	City of Alexandria	C	150,006	\$26,075,019		\$44,580,402		\$70,655,421	1,774	\$37,955,000	\$2,431,000	\$2,364,000
VA	City of Fairfax	A	24,665	\$7,469,179		\$2,624,593		\$10,093,772	245	\$4,955,000	\$357,000	\$281,000
VA	Fairfax County	F	1,074,227	\$49,253,685		\$30,066,316		\$79,320,001	1,804	\$41,127,000	\$2,402,000	\$2,573,000
VA	Greater Charlottesville Area	C	136,395	\$49,497,115		\$64,870,161		\$114,367,276	1,921	\$48,892,000	\$5,576,000	\$3,581,000
VA	Loudoun County	D	301,171	\$8,591,821		\$7,668,542		\$16,260,363	358	\$10,780,000	\$623,000	\$538,000
VT	Windham County	A	43,471	\$7,556,676		\$3,231,306		\$10,787,982	330	\$7,444,000	\$215,000	\$602,000
WA	City of Seattle	E	598,541	\$271,984,025		\$175,628,709		\$447,612,734	10,807	\$248,198,000	\$17,042,000	\$21,189,000
WA	City of Tacoma	C	197,181	\$34,861,671		\$29,855,696		\$64,717,367	1,735	\$40,524,000	\$2,815,000	\$3,758,000
WA	Greater Fox Cities Region	Regional	385,264	\$21,221,089		\$11,091,534		\$32,312,623	430	\$9,038,000	\$537,000	\$846,000
WA	Whatcom County	C	200,434	\$8,649,047		\$5,420,331		\$14,069,378	520	\$11,037,000	\$560,000	\$684,000
WI	City of La Crosse	B	50,902	\$3,297,522		\$6,076,502		\$9,374,024	321	\$6,884,000	\$419,000	\$519,000
WI	Dane County	D	491,357	\$69,233,690		\$76,266,707		\$145,500,397	5,119	\$97,276,000	\$5,977,000	\$7,816,000
WI	Eau Claire County	B	99,409	\$2,841,651		\$2,793,599		\$5,635,250	224	\$4,994,000	\$287,000	\$299,000
WI	Greater Milwaukee Area	Regional	2,026,243	\$220,352,480		\$79,267,169		\$299,619,649	10,895	\$231,667,000	\$17,665,000	\$20,692,000
WI	Marathon County	C	131,612	\$5,261,863		\$3,912,630		\$9,174,493	340	\$6,074,000	\$309,000	\$464,000
WI	State of Wisconsin	Statewide	5,654,774	\$340,084,218		\$195,084,268		\$535,168,486	22,872	\$479,463,000	\$29,685,000	\$35,237,000
WV	Greater Elkins Area	A	28,390	\$1,644,825		\$4,599,612		\$6,244,437	146	\$3,348,000	\$274,000	\$494,000
WV	Greater Parkersburg Area	B	86,888	\$1,007,575		\$1,068,416		\$2,075,991	78	\$1,531,000	\$59,000	\$131,000
WY	Teton County	A	20,710	\$17,939,373		\$31,276,019		\$49,215,392	1,011	\$21,124,000	\$1,820,000	\$2,916,000

* The 139 city and county study regions are stratified into six population groups based on the U.S. Census Bureau's estimated 2010 population: Group A (fewer than 50,000), Group B (50,000 to 99,999), Group C (100,000 to 249,999), Group D (250,000 to 499,999), Group E (500,000 to 999,999), and Group F (1,000,000 or more). The 43 remaining study regions are multi-city or multi-county regions, statewide study regions, or individual arts districts.

Table 1: Mechanisms of Arts Impact*

	Individual			Community		
	Material/ Health	Cognitive / Psych.	Interpersonal	Economic	Cultural	Social
Direct Involvement	<p>Builds inter-personal ties and promotes volunteering, which improves health</p> <p>Increases opportunities for self-expression and enjoyment</p> <p>Reduces delinquency in high-risk youth</p>	<p>Increases sense of individual efficacy and self-esteem</p> <p>Improves individuals' sense of belonging or attachment to a community</p> <p>Improves human capital: skills and creative abilities</p>	<p>Builds individual social networks</p> <p>Enhances ability to work with others and communicate ideas</p>	<p>Wages to paid employees</p>	<p>Increases sense of collective identity and efficacy</p>	<p>Builds social capital by getting people involved, by connecting organizations to each other and by giving participants experience in organizing and working with local government and nonprofits.</p>
Audience Participation	<p>Increases opportunities for enjoyment</p> <p>Relieves Stress</p>	<p>Increases cultural capital</p> <p>Enhances visuo-spatial reasoning (Mozart effect)</p> <p>Improves school performance</p>	<p>Increases tolerance of others</p>	<p>People (esp. tourists/visitors) spend money on attending the arts and on local businesses. Further, local spending by these arts venues and patronized businesses has indirect multiplier effects</p>	<p>Builds community identity and pride</p> <p>Leads to positive community norms, such as diversity, tolerance and free expression.</p>	<p>People come together who might not otherwise come into contact with each other</p>
Presence of Artists and Arts Organization & Institutions	<p>Increases individual opportunity and propensity to be involved in the arts</p>			<p>Increases propensity of comm.-unity members to participate in the arts</p> <p>Increases attractiveness of area to tourists, businesses, people (esp. high-skill workers) and investments</p> <p>Fosters a “creative milieu” that spurs economic growth in creative industries.</p> <p>Greater likelihood of revitalization</p>	<p>Improves community image and status</p>	<p>Promotes neighborhood cultural diversity</p> <p>Reduces neighborhood crime and delinquency</p>

* This grid further develops a typology proposed by Kevin McCarthy (2002).

From: Dave Kaminski [<mailto:dkaminski05@centurylink.net>]
Sent: Sunday, January 22, 2017 10:46 AM
To: Christian Schock <Christian.Schock@ci.wausau.wi.us>
Cc: David Kaminski <dkaminski@smj-llc.com>
Subject: 10124165 Uniti Tower Lease Proposal-City of Wausau

Christian,

I am contracting for Uniti Towers who is interested in constructing a new tower site in the vicinity of Stewart Ave. and S. 84th Ave. There is an approx. 17 acre parcel of property which tax records show is owned by the City of Wausau zoned IP Industrial. (Parcel: 59-362906-005-020-00-00)

Uniti Towers is interested into entering into a long term lease agreement with the City of Wausau on noted parcel of property also shown on the attached map. I assume no real decision can be made on this proposal until it is reviewed and determined if the City of Wausau feels this is a viable use of the property. However please let this email indicate initiation of their interest.

Uniti Towers is offering \$600 a month after commencement of construction with a 6% rental escalator every 5 years with 17 five year renewals. A lease area of 60'x 60' is requested for the construction of a 150' mono-pole type tower. Access and utility easements are also part of the lease area. Minimum setbacks to property lines needed to meet zoning regulations if any.

Any feedback you might be able to share pertaining to the probability of approval on behalf to the City of Wausau is certainly appreciated. This will help in determining a potential site move for the tower location.

I am sending a copy of the Uniti Tower Lease Agreement and Letter of Intent. Also included is just a rough field sketch of the approx. location on the property. The "Non-Binding" Letter of Intent will accompany the candidate package I will be working on this week. It simply states there is interest in potentially entering into an agreement with Unity Tower and the offered terms. This can be scanned/emailed or faxed to the number below.

Please reply by email or call me with any questions you might have and your determination of potential interest.

Regards,

David Kaminski

(p) 231-633-2775

(fax) 810-958-1424

(e) dkaminski@smj-llc.com





LETTER OF INTENT

This Letter of Intent represents the general terms and conditions upon which the Parties would consider a possible transaction regarding the installation and/or collocation of telecommunications structures/equipment upon the Property.

Property Street Address: +- 883 84th Ave. S.

City, State & Zip Code: Wausau, WI 54401

Owner Information:

Name: City of Wausau

Phone No.: 715-261-6683, Christian Schock, Interim Dir., Community Development

Email: Christian.schock@ci.wausau.wi.us

Proposed Sales Price: N/A

h
<OR>

Proposed Monthly Rent: \$600

Proposed Escalator: 6% X renewal term annual

Proposed Lease Term/Renewal: 5 yr Terms

By signing this document the Parties acknowledge that a conversation took place regarding a possible transaction regarding the installation and/or collocation of telecommunications structures/equipment upon the Property and that each Party is interested in pursuing further discussions regarding the possible transaction.

This Letter of Intent is NOT a contract and shall not be interpreted as such. This Letter of Intent is NOT binding and is only intended to advance discussions concerning the possible transaction.

Either Party may terminate further discussion at any time, for any reason whatsoever, without notice to the other Party and without any further obligation or liability. This Letter of Intent does NOT guarantee any further discussions or establish any exclusivity terms.

On behalf of Uniti Towers:

By:
Name:
Phone:
Date:

Owner:

By:
Name:
Date:
Or by: {Site Acq. In Lieu of Owner}
Name:
Date:



10802 Executive Center Drive, Suite 300
Little Rock, AR 72111
(501) 850-0820

Market: _____
Cell Site Number: _____
Cell Site Name: _____
Search Ring Name: _____
Fixed Asset Number: _____

FORM OF OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by _____, a _____, having a mailing address of _____, and Uniti Towers LLC, a Delaware limited liability corporation having a mailing address of 10802 Executive Center Drive, Benton Building, Suite 300, Little Rock AR 72211 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at _____, in the County of _____, State of _____ (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately _____ square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of _____ and No/100 Dollars (\$_____.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional _____ and No/100 Dollars (\$_____.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment, or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,") or in the event of a threatened foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other party written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**".

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, _____ and No/100 Dollars (\$_____.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by ____ percent (___%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the

Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and

indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all

areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion

with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Uniti Towers LLC
 Attn: Real Estate
 10802 Executive Center Drive
 Benton Bldg, Suite 300
 Little Rock AR 72211
Main Telephone: 501.850.0820

If to Landlord: _____

 Telephone:

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord

agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the

amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises (“**Offer**”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of _____ using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

Uniti Towers LLC

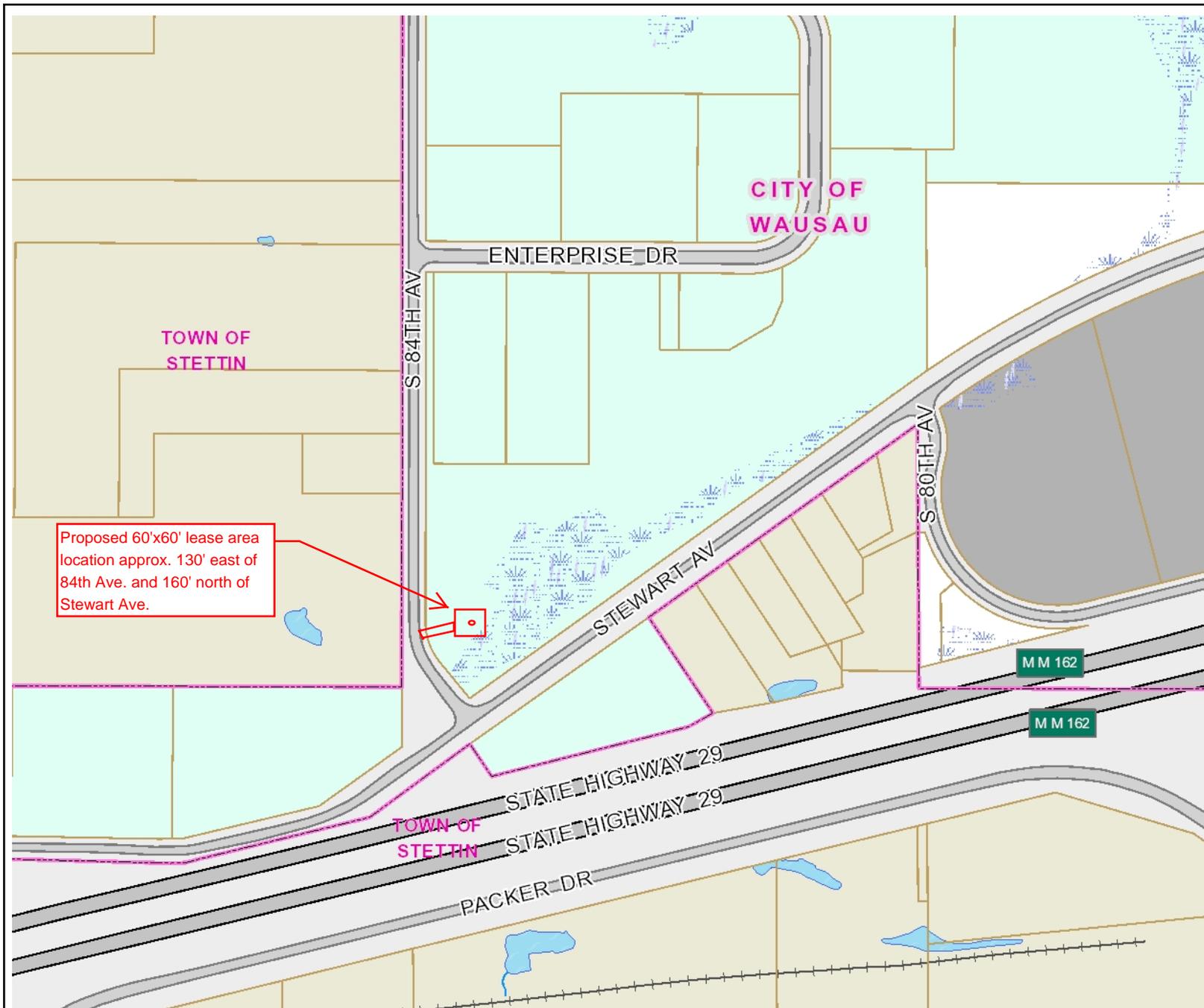
By: _____

Print Name: Daniel Heard

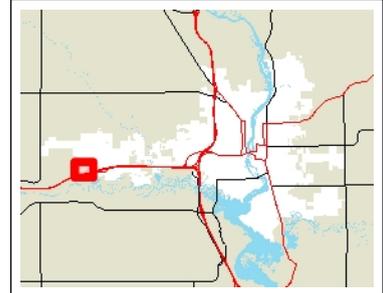
Its: EVP-General Counsel and Secretary

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

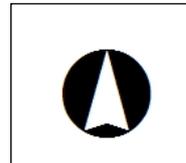


Proposed 60'x60' lease area location approx. 130' east of 84th Ave. and 160' north of Stewart Ave.



Legend

- Parcels
 - + Railroad
 - Bridge
 - Overpass
 - Paved Road
 - Divided Highway
 - Right Of Way
 - Stream - River
 - Pond - Lake
 - Wausau Wetland
 - Swamp
- Zoning**
- B1 - Neighborhood Shopping
 - B2 - Community Service
 - B3 - General Commercial
 - B41 - Central Business
 - B42 - Central Business
 - B43 - Central Business
 - IB - Interchange Business
 - IM - Interchange Industrial
 - IP - Industrial Park
 - IR - Interchange Residential
 - M1 - Limited Industrial
 - M2 - General Industrial
 - R1 - Single Family Residential
 - R2 - Single Family Residential
 - R3 - Two Family Residential
 - R31 - Two Family Residential
 - R4 - General Residential
 - R41 - Limited General Residential



Notes

Map Created: 1/22/2017
 185.75 0 185.75 Feet
 User_Defined_Lambert_Conformal_Conic

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February 9, 2017

Christian Schock/Community Development Director
407 Grant Street
Wausau, WI 54403

Dear: Mr. Schock

As you may know my wife Mai Her and I are the proud Business owners of Wausau World Market at 828 South 3rd Ave. Since we opened in late 2015, we have given fellow Wausau area Neighbor's many whom are immigrants, the opportunity to become entrepreneurs and to provide for their families and we have created a safe cultural experience for the entire community. This has been our dream since we settled in the Wausau Area in the early 1980s after arriving to the United States as refugees.

Recently, we were in shock and in need of your help when we learned our property tax bill rose more than 200% in one year from \$11,000.00 to \$25,000.00. Part of the problem lies in how the bank appraised the property much lower than the assessment leaving too little funds to pay the taxes. Will you please consider a deferment in our 2017 payments and a resume date of approximately March, 2018? We plan to work with the assessment Dept. in the future so that this won't be an issue again.

Thank you for the consideration. And I look forward to your reply.

Sincerely,

A handwritten signature in black ink that reads "Chungsou S. Her". The signature is written in a cursive, flowing style.

Chungsou S. Her

602 W. strowbridge St.

Wausau, WI 54401

Construction Cost Estimate

(Preliminary Planning)

Proj Name: Wausau Campus Expansion Phase 1	Project No.: 1160385
Client: City of Wausau	Date: 12/21/2016

Number	Unit	Quantity	Unit Price	Cost
Section 1 - Roadway (Phase 1 Length = 1200 ft)				
1	5" Asphalt Pavement	TON	1,300	\$70.00
2	12" Aggregate Base	TON	2,850	\$23.00
3	30" Curb & Gutter (both sides of road)	LF	2,400	\$12.00
4	Lawn Restoration	SY	2,500	\$5.00
5	Asphalt Trail (8' wide adjacent to road)	TON	450	\$60.00
6	Pavement Marking	LF	1,200	\$2.00
7	Common Excavation	CY	3,600	\$10.00
8	Ditching - Roadside	LF	2,400	\$10.00
9	Storm Water Detention Basin	EA	3	\$25,000.00
10	Culvert at the Wetland Crossing	LS	1	\$20,000.00
11	Erosion Control	LS	1	\$5,000.00
12	Traffic Control	LS	1	\$5,000.00
13	Street Lighting	LS	1	\$75,000.00
14	Signage	LS	1	\$5,000.00
15	CTH O Improvements	LS	1	\$10,000.00
16	Landscaping (plantings / monument sign / ponds)	LS	1	\$98,000.00
17	Mobilization	LS	1	\$20,000.00
18	Clearing & Grubbing	LS	1	\$10,000.00
Subtotal:				\$610,250.00
Per foot Subtotal:				\$508.54
Section 2 - Utilities (Total Road Length = 7,100 ft)				
19	10" Water Main	LF	7,000	\$70.00
20	12" Sanitary Sewer	LF	7,000	\$100.00
21	Booster Station	LS	1	\$200,000.00
22	Electrical	LF	7,100	\$35.00
23	Gas	LF	7,100	\$15.00
24	Telephone	LF	7,100	\$10.00
25	Cable	LF	7,100	\$10.00
Subtotal:				\$1,887,000.00
Per foot Subtotal:				\$265.77
Phase 1 Total:				\$2,497,250

SUPPLEMENTAL ITEMS: ADDITIONAL CONSTRUCTION ITEMS THAT MAY BE ELIMINATED, REDUCED OR MODIFIED DEPENDENT ON DECISIONS AND EVALUATIONS DURING FINAL DESIGN AND/OR PHASING OPTIONS

1	Force Main	LF	3,000	\$125.00	\$375,000.00
2	Lift Station	LS	2	\$275,000.00	\$550,000.00
3	Excavation Below Subgrade (Assume 30%)	CY	500	\$15.00	\$7,500.00
4	12-inches Breaker Run for EBS	CY	500	\$24.00	\$12,000.00
5	Geotextile Fabric	SY	1,500	\$5.00	\$7,500.00
6	Bedrock Excavation (non-utility)	CY	1,200	\$75.00	\$90,000.00
7	Bedrock Excavation (utilities)	LF	10,000	\$50.00	\$500,000.00
8	Storm Sewer (As necessary with bedrock excavation)	LF	500	\$100.00	\$50,000.00
Total:					\$1,592,000.00

Notes/Assumptions

1. The supplemental cost for storm sewer is an estimated amount if roadside ditching is too deep and/or is needed to convey ditch flow to ponds. It includes excavation of bedrock, all storm piping, manholes and catch basins every
2. Street lighting includes conduit, pull boxes, poles and fixtures. Poles assumed every 150 feet, one side.
3. Storm Water Detention Basins include excavation and outlet structure with rip-rap at future locations.
4. Erosion control includes silt fence, inlet protection, tracking pad and erosion mat.
5. Signage includes all signs along roadway including speed limit, yield, stop, no parking, etc.
6. Force main length may increase if second lift station is required.
7. Due to change in elevation and existing pressures a booster station will be required for the water main.
8. CTH O improvements include by-pass, deceleration and acceleration lanes.
9. The base sewer and water costs do not include extra costs for excavation of bedrock. The base price assumes that the bedrock is fractured and easily excavated. The supplemental cost for utility bedrock excavation is the additional per foot cost if bedrock excavation is required.

Construction Cost Estimate

(Preliminary Planning)

Proj Name: <u>Wausau Campus Expansion Phase 2</u>	Project No.: <u>1160385</u>
Client: <u>City of Wausau</u>	Date: <u>12/22/2016</u>

Number	Unit	Quantity	Unit Price	Cost	
Section 1 - Roadway (Phase 2 Length = 2270 ft)					
1	5" Asphalt Pavement	TON	2,450	\$70.00	\$171,500.00
2	12" Aggregate Base	TON	5,400	\$23.00	\$124,200.00
3	30" Curb & Gutter (both sides of road)	LF	4,540	\$12.00	\$54,480.00
4	Lawn Restoration	SY	2,500	\$5.00	\$12,500.00
5	Sidewalk (1 side of road)	SF	5,000	\$6.00	\$30,000.00
6	Asphalt Trail (8' wide with portion adjacent to road)	TON	1,650	\$60.00	\$99,000.00
7	Boardwalk (Trail Crossing Wetland)	LF	60	\$100.00	\$6,000.00
8	Roadway Culvert (Wetland Crossing)	EA	1	\$200,000.00	\$200,000.00
9	Pavement Marking	LF	2,270	\$2.00	\$4,540.00
10	Common Excavation	CY	7,000	\$10.00	\$70,000.00
11	Ditching - Roadside	LF	4,540	\$10.00	\$45,400.00
12	Storm Water Detention Basin	EA	3	\$25,000.00	\$75,000.00
13	Erosion Control	LS	1	\$10,000.00	\$10,000.00
14	Street Lighting	LS	1	\$100,000.00	\$100,000.00
15	Signage	LS	1	\$5,000.00	\$5,000.00
16	Landscaping (plantings / ponds)	LS	1	\$86,000.00	\$86,000.00
17	Mobilization	LS	1	\$20,000.00	\$20,000.00
				Subtotal:	\$1,113,620.00
				Per foot Subtotal:	\$490.58

SUPPLEMENTAL ITEMS: ADDITIONAL CONSTRUCTION ITEMS THAT MAY BE ELIMINATED, REDUCED OR MODIFIED DEPENDENT ON DECISIONS AND EVALUATIONS DURING FINAL DESIGN AND/OR PHASING OPTIONS

1	Excavation Below Subgrade (Assume 30%)	CY	1,000	\$15.00	\$15,000.00
2	12-inches Breaker Run for EBS	CY	1,000	\$24.00	\$24,000.00
3	Geotextile Fabric	SY	3,000	\$5.00	\$15,000.00
4	Bedrock Excavation (non-utility)	CY	1,850	\$75.00	\$138,750.00
5	Storm Sewer (As necessary with bedrock excavation)	LF	500	\$80.00	\$40,000.00
				Total:	\$232,750.00

Construction Cost Estimate

(Preliminary Planning)

Proj Name: <u>Wausau Campus Expansion Phase 3</u>	Project No. <u>1160385</u>
Client: <u>City of Wausau</u>	Date: <u>12/22/2016</u>

Number	Unit	Quantity	Unit Price	Cost	
Section 1 - Roadway (Phase 3 Length = 3370 ft)					
1	5" Asphalt Pavement	TON	3,600	\$70.00	\$252,000.00
2	12" Aggregate Base	TON	8,000	\$23.00	\$184,000.00
3	30" Curb & Gutter (both sides of road)	LF	6,740	\$12.00	\$80,880.00
4	Lawn Restoration	SY	34,000	\$5.00	\$170,000.00
5	Sidewalk (1 side of road)	SF	16,850	\$6.00	\$101,100.00
6	Asphalt Trail (8' wide)	TON	2,270	\$60.00	\$136,200.00
7	Pavement Marking	LF	3,370	\$2.00	\$6,740.00
8	Common Excavation	CY	10,000	\$10.00	\$100,000.00
9	Ditching - Roadside	LF	6,740	\$10.00	\$67,400.00
10	Storm Water Detention Basin	EA	3	\$25,000.00	\$75,000.00
11	Box Culvert at Wetland Crossing	EA	1	\$200,000.00	\$200,000.00
12	Erosion Control	LS	1	\$10,000.00	\$10,000.00
13	Street Lighting	LS	1	\$150,000.00	\$150,000.00
14	Signage	LS	1	\$5,000.00	\$5,000.00
15	Clearing & Grubbing	LS	1	\$100,000.00	\$100,000.00
16	Landscaping (plantings / monument sign / ponds)	LS	1	\$141,500.00	\$141,500.00
17	Mobilization	LS	1	\$20,000.00	\$20,000.00
				Total:	\$1,799,820.00
				Per Foot Total:	\$534.07

SUPPLEMENTAL ITEMS: ADDITIONAL CONSTRUCTION ITEMS THAT MAY BE ELIMINATED, REDUCED OR MODIFIED DEPENDENT ON DECISIONS AND EVALUATIONS DURING FINAL DESIGN AND/OR PHASING OPTIONS

1	Excavation Below Subgrade (Assume 30%)	CY	1,500	\$15.00	\$22,500.00
2	12-inches Breaker Run for EBS	CY	1,500	\$24.00	\$36,000.00
3	Geotextile Fabric	SY	4,300	\$3.00	\$12,900.00
4	Bedrock Excavation (non-utility)	CY	5,000	\$30.00	\$150,000.00
5	Storm Sewer (As necessary with bedrock excavation)	LF	500	\$80.00	\$40,000.00
6	Retaining Wall	SF	10,000	\$30.00	\$300,000.00
				Total:	\$561,400.00

Construction Cost Estimate Summary

(Preliminary Planning)

Proj Name: Wausau Campus Expansion **Project No.** 1160385
Client: City of Wausau **Date:** 12/28/2016

See phase breakdown for individual costs

Phase 1 Base Construction Cost:	\$2,497,250.00
Phase 2 Base Construction Cost:	\$1,113,620.00
Phase 3 Base Construction Cost:	<u>\$1,799,820.00</u>
Total Base Construction Cost:	\$5,410,690.00

Legal/Permitting/Engineering Cost:	\$500,000.00
Contingencies:	\$250,160.00
*Supplemental Items:	<u>\$2,386,150.00</u>
Project Total:	<u>\$8,547,000.00</u>

Project Assumptions

Road Length = 7100 feet
Road Width = 32 feet
Curb & Gutter = 30 inches
Road Base = 12 inches
Asphalt Pavement = 5 inches
Sidewalk or path adjacent to road
Common Excavation = 24 inches deep, 38 feet wide

Note: Phase 1 includes all utilities for the entire site development connecting at S. 84th Ave.

Phase 1: Includes 1200 feet to first cul-de-sac starting at Cty Rd O

Phase 2: Includes 2270 feet to between first and second cul-de-sac

Phase 3: Includes 3370 feet from second cul-de-sac to Development Ct.

See phase breakdown for individual costs

modified dependent on decisions and evaluations during final design and/or phasing options.

