

**FINANCE COMMITTEE MEETING
CITY OF WISCONSIN DELLS
MUNICIPAL BUILDING ~ 300 LA CROSSE STREET
WISCONSIN DELLS, WI 53965
DECEMBER 15, 2014**

Chairperson Holzem called the meeting to order at 6:30PM. Notice of the meeting was provided to the *Dells Events*, WNNO Radio, and posted in accordance with State Statutes.

1. Present: Ald. Brian Holzem, Mayor Brian Landers, Ald. Dar Mor and Ald. Mike Freel

Others: City Clerk Nancy R. Holzem, City Treasurer Karen Hoekstra, Director of Public Works David Holzem, Ald. Jesse Defosse, Ald. Ed Wojnicz, Ald. Ed Fox, Assistant City Attorney Joseph Hassler, Carol Wirth from Wisconsin Public Finance Professionals, LLC and Kay James from the *Dells Events*.
2. Motion by Ald. Mor seconded by Ald. Freel to approve the minutes of the November 17, 2014 meeting. Motion carried unanimously.
3. Motion by Ald. Mor seconded by Ald. Freel to approve the Schedule of Bills Payable dated December 15, 2014. Motion carried unanimously.
4. Discussion regarding the engagement letter with Johnson Block & Company. There will be a 2.45% increase in fees in 2015 over 2014 for a total of \$29,300. Motion by Mayor Landers seconded by Ald. Mor to approve the 2015 Audit Engagement letter. Motion carried unanimously.
5. Carol Wirth from Wisconsin Public Finance Professionals, LLC gave a brief presentation on refinancing the City's General Obligation Refunding Bonds, Series 2006A dated July 1, 2006; and refinancing the Community Development Authority's Lease Revenue Bonds, Series 2005 dated September 1, 2005. Ms. Wirth discussed the value in refinancing this debt using the State Trust Fund Loan program. She stated this program has very little issuing costs, low rates, and is very flexible.

Motion by Mayor Landers seconded by Ald. Mor to authorize the redemption of the City's General Obligation Refunding Bonds, Series 2006A Dated July 1, 2006; and Community Development Authority's Lease Revenue Bonds, Series 2005 dated September 1, 2005. Motion carried unanimously.
6. Motion by Ald. Mor seconded by Ald. Freel to authorize a State Trust Fund Loan in the amount not to exceed \$1,161,000 and levying a tax in connection therewith for the purpose of refinancing the General Obligation Refunding Bonds, Series 2006A dated July 1, 2006. Motion carried unanimously.
7. Motion by Ald. Freel seconded by Ald. Mor to authorize a State Trust Fund Loan in the amount not to exceed \$3,260,000 and levying a tax in connection therewith for the purpose of refinancing the Community Development Authority's Lease Revenue Bonds, Series 2005 dated September 1, 2005. Motion carried unanimously.

8. City Treasurer Karen Hoekstra stated she was working with Asst. City Attorney Hassler to update the City's Accounts Receivable policy and procedures.
9. Motion by Mayor Landers seconded by Ald. Mor to adjourn. Motion carried unanimously and the meeting adjourned at 6:51PM.


Karen Hoekstra, City Treasurer

**City of Wisconsin Dells
Mobile Service Tower Structure & Equipment
Performance Removal Bond**

The parties to this Agreement are:

<u>Principal</u>	<u>Surety</u>	<u>City</u>
Central States Tower II, LLC/ Verizon Wireless 323 S. Hale Street Suite 100 Wheaton, IL 60187	The Hanover Insurance Co. 440 Lincoln Street Worcester, MA 01653	City of Wisconsin Dells 300 LaCrosse Street Wisconsin Dells, WI 53965

The penal amount of this bond is Twenty-thousand Dollars and 00/100 (\$20,000.00).

The City has approved construction, installation and maintenance of a mobile service communications tower by Principal on property located at 1100 Washington Avenue, Wisconsin Dells, Wisconsin, Tax Parcel Number 11291-1187 (The "Site"). The property is legally described as: See Exhibit A attached.

In connection with the City approval of this mobile service tower site, the City required a bond to guarantee the timely removal and disposal of the tower structure and equipment upon disuse. This is the required bond.

CONDITIONS:

1. As a condition of installing and maintaining a mobile service tower structure and equipment at the site, Principal, its heirs, successors and assigns is responsible for taking all steps to dismantle and remove the tower structure and equipment and restore the site to its original condition, including the removal and disposal of all visible remnants and materials of and relating to the tower from the parcel within twelve (12) months of the date the tower is no longer in use.
2. If the City determines that Principal has not timely dismantled and removed the structure and equipment and restored the site to its original condition, then the City reserves the right to demand payment from the Surety for removal and disposal or storage of the tower and equipment and restoration of the site in the amount of the bond. In the event a

demand is made by the City, the penal amount stated shall be due and payable to the City and Surety agrees to pay the sum immediately upon demand of the City for failure of the Principal to timely perform. If the tower is timely removed and the site restored to the satisfaction the City, as determined by an inspection of the City, this bond will be voided, otherwise, this bond shall remain in full force and effect unless cancelled as provided herein.

3. This bond may be terminated or cancelled by the Surety by giving not less than sixty (60) days written notice to the City stating the effective date of the termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Principal that may have accrued under this bond as a result of default by Principal prior to the effective date of termination.
4. No actions, suit or proceedings shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
5. The Principal shall give notice to the Surety and the City of the transfer of the Site, including the name, address and contact information of the transferee and this bond shall not terminate unless a replacement bond acceptable to the City covering the site and the transferee is in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]
[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

FOR THE CITY:

This bond is APPROVED.

Date: _____, 2015

By: _____

Name: _____

Title: _____

Memorandum

To: City of Wisconsin Dells
From: JJH
Date: January 5, 2015

I have been asked to comment on the form of a tower removal bond associated with the Central States Tower II, LLC/Verizon facility to be installed on the Platt property. A bond is a condition of City approval.

The form appears to be standard industry template designed to superficially satisfy immediate local concerns. The document, however, presents these issues:

1. It provides for termination of the bond upon performance by Central States, the principal. It does not, however, clearly define what constitutes performance or the time to perform or the default.
2. The bond is triggered upon not less than thirty days written notice of default. Thirty days are insufficient particularly when the document is sketchy on the definition of performance.
3. This bond allegedly guarantees performance by Central States Tower/Verizon. However, we know that these tower sites frequently change hands.
4. Hanover insurance company, the surety (the guarantor) may cancel the bond upon thirty days notice to the City. What happens then?

I have reservations about the form provided. However, it appears to be standard industry template. The City may wish to consider using the attached form which is less "industry slanted". We may also wish to record notice of the bond to provide disclosure to future transferees of the site.

Equipment Request

Heavy Duty Cabinets

2 H-4460 Welded Storage Cabinets	48*24*74	\$1,800.00
2 H-4459 Welded Storage Cabinets	36*24*74	\$1,670.00
5 H-4472 Wall Mount Cabinets	36*14*27	\$1,375.00
2 H-3108 Wardrobe Cabinets	36*24*72	\$530.00
Tools Chest		\$500.00
Tools		\$500.00
Misc Custom Cabinets		\$1,500.00

Sub Total \$7,975.00

Sauder Office Furniture \$3,000.00

Sub Total \$3,000.00

Sonar For Boat \$2,000.00

Sub Total \$2,000.00

Total \$12,975.00



Portage • Madison • La Crosse



Communications Service Wisconsin, LLC
 305 E. Albert Street
 Portage, WI 53901
 phone: (608) 745-3300 fax: (608) 745-0300

Date: 1/6/2015
 Quotation: DF-150106-3

Prepared for: Kilbourn Fire Department
 Attn: Scott Walsh
 Address: 712 Oak St, P.O. Box 689
 Wisconsin Dells, WI 53965

PH: 608-393-0740

Email: swalsh@kilbournfire.com

Qty.	Item ID	Description	Unit Price	Total
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Quote for Motorola Radio Equipment

32	a	Motorola HT1250 Portable - Display w/ Limited Keypad <u>Includes:</u> Standard Battery (NiMH, 1500 mAh) - Standard Charger (Single Unit Rapid Rate Intelli-Charger) - Standard Antenna - 2.5" Belt Clip <u>Warranty:</u> Two Years <u>Programming:</u> Included <u>Pricing:</u> Based on 30+ radios being purchased	\$775.00	\$24,800.00
24	b	Omit Standard Charger that Ships w/ HT1250 Portable Radio	(\$20.00)	(\$480.00)
32	c	Noise Cancelling Remote Speaker Microphone	\$63.75	\$2,040.00
4	d	Multi-Unit Charger *Charges (6) Radios and/or Batteries at one time	\$445.50	\$1,782.00

Item Total:	\$28,142.00
Shipping:	included
Sub Total:	\$28,142.00
Tax:	Exempt
Total:	\$28,142.00

If tax exempt, please provide Tax exempt ID

Price valid 60 days from date of Quote

Quoted by: Derek Foster

Date: 1/6/2015

Accepted by: _____

Date: _____



Item

4

January 15, 2015

Hon. Brian Landers
Mayor
City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965

RE: Request for Development Incentive
Proposed Pioneer Ridge Apartments

Dear Mayor Landers:

Please consider this a formal request for consideration of a fully amortizing \$715,000 developer incentive for the proposed Pioneer Ridge apartments project.

As you know, we have been working on this project for several years and have "just missed" on our applications with WHEDA more than once. We are hopeful that with the slightly increased incentive amount and a \$750,000 grant that we have obtained through another program, that this could tip the scales in favor of this project with respect to WHEDA point scoring.

We have sent you a repayment schedule that we are comfortable will work. As with all TIF developer incentives that we have done over the years, we will personally guarantee the payments.

Please include this request on the City Council agenda for Monday, January 19th. Let me know if there is anything that you require of me. I look forward to seeing you on Monday.

Sincerely,

THE T.W. SATHER COMPANY, INC.



Thomas W. Sather
President & CEO

cc: Nancy Holzem
Chris Tollaksen
Chris Jaye

	2013	2014	Estimated 2016
TIF 2			
Yearly Increment	\$417,490.58	\$395,558.19	\$460,443.32
Debt Payment	\$161,077.50	\$161,077.50	\$161,077.50
	\$256,413.08	\$234,480.69	\$299,365.82
Total Cash	\$1,890,450.00	\$2,124,930.69	\$1,709,296.51

Value of Property	Tax Increment	Total Sauk Tax Rate	City Portion Tax Rate	City Portion of the Tax
\$3,000,000.00	\$64,885.13	0.021628378	0.0094452682	\$28,335.80
\$3,500,000.00	\$75,699.32	0.021628378	0.0094452682	\$33,058.44

Year	Tax Increment	Total Tax
2016	\$64,885.13	\$64,885 x 12 =
2017	\$64,885.13	\$778,621.62
2018	\$64,885.13	
2019	\$64,885.13	
2020	\$64,885.13	
2021	\$64,885.13	
2022	\$64,885.13	
2023	\$64,885.13	
2024	\$64,885.13	
2025	\$64,885.13	
2026	\$64,885.13	
2027	\$64,885.13	

Would pay for it's self by the end of TIF life

Total Increment	\$778,621.62
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PROFESSIONAL SERVICES

More Ideas. Better solutions.

Item

7

Task Order

To: City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965

Date of Issuance: January 6, 2015
MSA Project No.: 0085050

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

Project Name: City of Wisconsin Dells
Aquatic/Recreation Facility Programing Study

Project Scope:

The City of Wisconsin Dells is leading the development of a proposed Recreational Facility to be located in the City of Wisconsin Dells. Initial project planning and programing is needed to fully consider the desired facility amenities and the associated "ballpark" project costs. One goal of this initial planning effort is to form a consensus of project scope with the varied stakeholder entities involved with the project.

The general nature of the new recreational facility is as follows:

1. Aquatic Facilities
 - a. Indoor Aquatics
 - i. Competitive pool ranging from an 8-lane 25 yard to an Olympic size 50 meter 8-lane with movable end wall. With diving well & provisions for spectators.
 - ii. Separate Leisure pool with amenities for younger swimmers
 - b. Outdoor Aquatics. Initial or expansion capabilities for associated exterior aquatics yet to be determined.
2. Gymnasium with space for two practice basketball courts or a single spectator court.
3. Recreational Gathering Rooms or Areas
 - a. Multi-Purpose Room
 - b. Martial Arts/Tumbling Room
 - c. Fitness Area
 - d. Commons/Gathering/Reception Area
4. Administrative Support Office Area
 - a. Private office(s)
 - b. Common work areas
 - c. Staff room
 - d. Small Conference Room
5. Changing, Locker and Shower Rooms
6. Storage. Mechanical and other support areas.
7. Site amenities include parking areas, possible exterior green space recreation areas and other items to be determined.
8. The project budget is yet to be determined.

The proposed scope of services is:

The following scope is listed in a proposed sequential order that depicts the expected consensus forming process. The idea is to allow individual stakeholder input and then ultimate group decision making. Accordingly this process would start with individual stakeholder meetings, then specific topical meetings that may gather multiple stakeholders and then final meeting(s) to include all stakeholders and agree to a final program statement (with and associated global project budget).

1. Initial City Kick-Off Meeting
 - a. Meet with City only to review and refine the methodology of the programing study.
 - b. Revisit project goals and challenges.
 - c. Identify the different specific entities (stakeholders) involved in the project.
 - d. Review varied possible approaches to the separate Economic and Operational Feasibility Study based on MSA research. This feasibility study will be performed by others and the effort may parallel the programing study.
2. Economic and Operational Feasibility Study Coordination
 - a. MSA is aware of several feasibility consults that can perform this sort of specialized demographic and operational analysis.
 - b. Assist the City to consider the nature of the services.
 - c. Assist the City to obtain proposals for the work.
 - d. Coordinate with the feasibility consultant in regard to the proposed nature and projected cost for the new facility through-out the programing process.
3. Individual Stakeholder Meetings
 - a. In order to establish an open communication with involved individual stakeholder entities, a series of separate meetings are proposed with MSA, one City representative and a group of individuals that each stakeholder entity chooses to participate.
 - b. Share collective communications with the stakeholders to convey the framework, nature and goals of the process we are initiating and the schedule a meeting with each.
 - c. Organize and facilitate one meeting with each stakeholder entity to discuss their individual goals, objectives and projected needs for the facility.
 - d. Review and identify projected programmatic and space requirements desired.
 - e. Review that entities expected general participation in the initial and ongoing support of the project.
 - f. Beyond the City, there is assumed to be up to 4 other stakeholders to engage in these individual meetings.
 - g. Summarize the meeting dialogue with meeting minutes.
4. DRAFT Space Needs Assessment:
 - a. Create a space by space summary of space needs with the approximate room size and feature.
 - b. Identify the functional relationships between various areas.
 - c. Prepare Space Needs Program to indicate the range of facility needs.
 - d. Review DRAFT Space Needs Assessment with City
 - e. Revise the DRAFT Space Needs Assessment.
5. Aquatics Review Meeting:
 - a. Have a single meeting with entities desiring specific input to the aquatics portions of the facility. The goal is to gain technical input and feedback from an Aquatics planning professional.
 - b. This meeting shall be Aquatics Consultant led.

- c. Present examples of similar facilities and review the potential amenities range and general cost implication each.
 - d. Facilitate group discussion regarding the desired aquatic features and amenities.
 - e. The results of this meeting will be to develop a specific aquatics facilities program. This may include a range of scalable options to allow for further fiscal considerations.
6. Recreation Center Review Meeting:
- a. Have a single meeting with entities desiring specific input to the recreation portions of the facility.
 - b. This meeting shall be Architect led.
 - c. Present examples of similar facilities and review the potential amenities range and general cost implication each.
 - d. Facilitate group discussion regarding the desired recreational features and amenities.
 - e. The results of this meeting will be to further develop the specific recreational facilities program. This may include a range of scalable options to allow for fiscal considerations.
7. Space Needs Assessment:
- a. Update to reflect collective input and still reflect the range of desires expressed.
 - b. Include projected "Ballpark" global project budgets.
 - c. Develop a Milestone Project Schedule.
 - d. Determine the approximate site acreage needed.
 - e. Review with City & refine.
 - f. Share Draft with the stakeholders.
8. Final Group Meeting:
- a. Have a single meeting/workshop to discuss the findings of Space needs Assessment with City and stakeholders.
 - b. Facilitate dialogue in regard to the range of desires with a goal of gaining group consensus and finalization of single viable Project Program Statement.
9. Compile Findings:
- a. Refine the Space Needs Assessment, Global Project Budget and Milestone Schedule.
 - b. Share 5 hard copies and an electronic copy.

Services not included: (these items can be provided by MSA as an additional service)

- 1. Site survey or selection studies.
- 2. Conceptual design, Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration.
- 3. Geotechnical exploration and reports.
- 4. Economic and Operational Feasibility Study. (Separate Sub-Consultant to City)

The schedule to perform the work is:

Aprox. Start	Mid-January 2015
Aprox. Completion	March 2015

The estimated cost for the work is:

MSA Services	\$19,000
Aquatic Consultant (WTI)	<u>\$4,000</u>
Total Estimated Cost	\$23,000

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and materials basis. A list of reimbursable expenses is included on the attached rate schedule.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

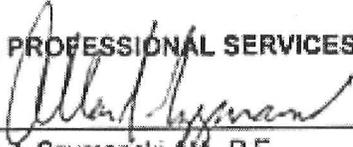
CITY OF WISCONSIN DELLS

Brian Landers
Mayor
Date: _____

Attest: City Clerk

Clerk Name: _____
Date: _____
300 LaCrosse Street
Wisconsin Dells, WI 53965
Phone: 608-254-2012

MSA PROFESSIONAL SERVICES, INC.



Allen J. Szymanski AIA, P.E.
Architect/Structural Engineer
Date: 1-7-14

1230 South Blvd.
Baraboo, WI 53913
Phone: 608-355-8895