

CITY OF WISCONSIN DELLS MEETING AGENDA

MEETING DESCRIPTION: FINANCE COMMITTEE

DATE: MONDAY, DECEMBER 17, 2018 **TIME:** 6:30PM **LOCATION:** MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI 53965

		COMMITTEE MEMBERS	
		Ald. Brian Holzem, Chair	Ald. Mike Freel
		Mayor Ed Wojnicz	Ald. Terry Marshall
AGENDA ITEMS			
1	CALL TO ORDER AND ATTENDANCE NOTED		
2	APPROVAL OF THE NOVEMBER 19, 2018 MEETING MINUTES		
3	DISCUSSION/DECISION ON SCHEDULE OF BILLS PAYABLE DATED DECEMBER 17, 2018; AND ANY OTHER RELATED FINANCIAL INFORMATION		
4	CONVENE INTO CLOSED SESSION PURSUANT TO STATE STAT. 19.85(1)(e) – “DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTY, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION.”		
5	RECONVENE INTO OPEN SESSION; ANY ACTION ON CLOSED SESSION MATTERS		
6	DISCUSSION/DECISION ON REAL ESTATE PURCHASE CONTRACT WITH RHODA KELLER-THEAKER FOR COLUMBIA COUNTY TAX PARCEL 11291-997 (925 BROADWAY)		
7	DISCUSSION/DECISION ON PROPERTY EXCHANGE AGREEMENT WITH NEIRA PRODUCTIONS, LLC, FIORELLA NEIRA		
8	ITEMS FOR REFERRAL TO FUTURE MEETINGS		
9	ADJOURN		
ALD. BRIAN HOLZEM, CHAIRPERSON			
POSTED: 12/14/2018			
<p>Open Meetings Notice: If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.</p>			

FINANCE COMMITTEE MEETING
CITY OF WISCONSIN DELLS
MUNICIPAL BUILDING ~ 300 LA CROSSE STREET
WISCONSIN DELLS, WI 53965
November 19, 2018

Chairperson Holzem called the meeting to order at 6:10PM. Notice of the meeting was provided to the *Dells Events*, WNNO Radio, and posted in accordance with State Statutes.

1. Present: Mayor Ed Wojnicz, Ald. Brian Holzem, Ald. Terry Marshall, and Ald. Mike Freel

Others: City Clerk Nancy Holzem, City Treasurer Karen Terry, Ald. Dan Anchor, Ald. Ben Anderson, Director of Public Works David Holzem, City Planner & Zoning Administrator Chris Tollaksen, and Assistant City Attorney Joseph Hasler.
2. Motion by Ald. Marshall seconded by Ald. Freel to approve the minutes of the October 15, 2018 meeting. Motion carried unanimously.
3. Motion by Ald. Freel seconded by Ald. Marshall to approve the Schedule of Bills Payable dated November 19, 2018. Motion carried unanimously.
4. Motion by Ald. Freel seconded by Ald. Marshall to approve the 2019 Schedule of Fees. Motion carried unanimously.
5. Motion by Ald. Freel seconded by Ald. Marshall to approve the Raze & Remove Special Assessment Agreement with Rhoda Keller-Theaker for Parcel 11291-997. Motion carried unanimously.
6. Motion by Ald. Freel seconded by Ald. Marshall to convene into closed session pursuant to Wisconsin Statutes 19.85(1)(e) for the discussion, deliberation and decision on negotiating a contract. Motion carried unanimously.
7. Motion by Mayor Wojnicz seconded by Ald. Freel to reconvene into open session and to proceed as directed in closed session. Motion carried unanimously.
8. Motion by Ald. Freel seconded by Mayor Wojnicz to adjourn. Motion carried unanimously and the meeting adjourned at 7:05PM.

Karen Terry, City Treasurer

SCHEDULE OF BILLS PAYABLE
DECEMBER 17, 2018
MONDAY
COMMON COUNCIL

10	GENERAL FUND	\$ 132,210.68
13	DEBT SERVICE FUND	
14	CAPITAL PROJECTS FUND	\$ 278.00
22	ROOM TAX FUND	
24	PRT FUND	\$ 44,260.50
26	FIRE SERVICE FUND	\$ 20,276.72
27	RIVER & BAY FUND	\$ 485.59
28	RIVER ARTS DISTRICT	
50	PARKING UTILITY FUND	\$ 3,264.55
53	SEWER FUND	\$ 69,615.78
52	WATER FUND	\$ 7,628.96
59	ELECTRIC FUND	\$ 549,651.59

Total Payables: \$ 827,672.37

REAL ESTATE PURCHASE CONTRACT
(Rhoda Keller-Theaker – Wisconsin Dells) (925 Broadway)

This contract is by and between Rhoda Keller-Theaker (Seller) and the City of Wisconsin Dells (City).

1. **Subject Premises.**

The property subject to this Agreement is located at 925 Broadway, Wisconsin Dells, (Tax Parcel Number 11291-997) consisting of real estate and improvements.

2. **Sale and Purchase.** Seller agrees to sell and City agrees to purchase the subject premises pursuant to this contract.

3. **Purchase Price.** The price to be paid by the City to Seller shall be \$35,000.00 cash; not subject to any pro-rations or set-offs.

4. **Closing.** Closing shall take place not later than December 21, 2018. Closing shall take place at such location as the parties agree including by mail or to the extent feasible electronically.

5. **Occupancy and Possession.** The City shall have occupancy and possession of the premises upon the complete execution of this contract for the purpose of razing and removing the buildings and structures on the subject premises at its sale cost. If this sale does not close, the City's raze and remove costs shall be a special charge against the property collectible as a special assessment.

6. **Title Evidence and Title.**

- a. Seller shall give evidence of title, at City's cost, in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.

- b. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to the City not less than twenty (20) business days before closing, showing title to the subject premises as of a date no more than fifteen (15) days before delivery of such title evidence, to be merchantable subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.
- c. If title is not acceptable for closing, the City shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, the City shall have five (5) days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If the City does not waive the objections, this contract and agreement shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligation to give merchantable title to the City.
- d. Except as provided herein, upon payment of the purchase price, Seller shall convey the subject premises by Warranty Deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions, and general taxes levied in the year of closing, provided none of the foregoing prohibit present use of the subject premises, which constitutes merchantable title for purposes of this transaction.

Sellers further agree to complete and execute the documents necessary to record the conveyance.

7. **Attorney's Fees & Closing Costs.** The City shall pay all costs and fees associated with this sale. City's attorney shall prepare the closing documents for the transaction and related conveyance.
8. **As-Is Condition.**
 - a. This Property is being sold on an "as is" basis with all faults. Seller makes no express or implied warranties, representations or guarantees as to the quality, character, performance or condition of the Property and specifically disclaim any implied warranties of merchantability or fitness for a particular purpose or similar implied warranties. The City waives any requirement that Seller provides the City with a Real Estate Condition Report for the Property. The City acknowledges that the City is not relying on any statements by Seller with respect to the Property and is making its own independent evaluation of the Property based on inspections performed by the City.
 - b. The City accepts the property's financial impediments including delinquent real estate taxes which will not be a charge against seller at closing.
9. **Binding Effect.** This contract and agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

10. **No Condemnation Clause.** This is an arms length transaction between a knowledgeable willing Seller and a knowledgeable willing Buyer. The City did not consider, contemplate or threaten the use of condemnation to acquire the property. The purchase price negotiated by the parties is fair and reasonable and completely compensates Seller for the value of the property and all of rights and interests related to the property including, without limitation, the loss of ownership, and use and occupancy of the property.

11. **Miscellaneous Provisions.**

- a. It is expressly understood and agreed that the City may assign its interest under this Contract or any portion thereof without the prior written consent of the Seller, her successors or assigns.
- b. Each provision of this Contract shall be deemed to be severable from all other provisions of the Contract, and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.
- c. This Contract may be changed or modified only in writing. This Contract cannot be changed orally, and no Contract shall be effective to waive, change, modify or discharge it in whole or in part unless such Contract is in writing and it signed by the parties.
- d. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively this Contract.

- e. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute the same instrument.
- f. Captions and headings used in this Contract are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

SELLER

Dated: _____, 2018.

Rhoda Keller-Theaker

BUYER
City of Wisconsin Dells

Dated: _____, 2018.

Edward Wojnicz, Mayor

Dated: _____, 2018.

Nancy Holzem, Clerk/Administrative Coordinator

City of Wisconsin Dells Exchange Agreement
(Wis Dells & Neira)

This Agreement is by and between the City of Wisconsin Dells (The City) and Neira Productions, LLC and Fiorella Neira (Neira).

RECITALS

- A. The City owns the following described real estate:
- Lots 9 and 10, Block 50, Kilbourn City, Columbia County, Wisconsin.
Tax Parcel Number: 11291-681
Street Address: 613 Broadway (613 Broadway)
- B. Neira owns the following described real estate:
- Lots 4 and 5, Block 18, Kilbourn City, Columbia County, Wisconsin.
Tax Parcel Number: 11291-436
Street Address: 1125 Oak Street (1125 Oak)
- C. Neira purchased 1125 Oak for the purpose of developing, constructing and operating an office building on the site and took steps to secure City approvals related to the proposed use.
- D. The City suggested 613 Broadway as a more appropriate site for Neira's proposed use. Neira agreed.
- E. The City and Neira will exchange 1125 Oak and 613 Broadway pursuant to this Agreement.

AGREEMENT

1. The City shall convey 613 Broadway to Neira and Neira shall convey 1125 Oak to the City.
2. The conveyances shall be by general Warranty Deed in a form reasonably acceptable to the City and Neira.
3. In advance of the conveyances, each party shall provide the other with a title insurance commitment covering the property to be conveyed to the other in the amount of \$25,000.00 showing merchantable title subject only to liens which will be paid out of proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

4. In connection with the transaction, Neira shall pay the City the sum of \$6,000.00 as a property value equalization payment.
5. The City shall pay all costs and fees associated with this exchange and the City's attorney shall prepare all closing documents for the transaction and conveyances.
6. The parcels being conveyed are accepted by each party on an "as-is, where-is" basis with all faults. Neither party makes any express or implied warranties, representations or guarantees as to the quality, character, performance or condition of the respective parcels and specifically disclaim any implied warranties of merchantability or fitness for a particular purpose or similar implied warranties.
7. Both parties waive any requirement that the other party provide a Real Estate Condition Report for the property. Both parties acknowledge that they are not relying on any statements by the other party with respect to the property and have made their own independent evaluation of the property as suitable for their intended uses.
8. Neira acknowledges that this is an arm's length transaction between a knowledgeable willing seller and a knowledgeable willing purchaser and that the City did not consider, contemplate or threaten the use of condemnation to acquire the property. The exchange negotiated by the parties is fair and reasonable and completely compensates Neira for the value of the property and all of the rights and interests related to the property including, without limitation, the loss of ownership and use of occupancy of the property.
9. Neira recognizes that the conveyance in this transaction must be approved by the Common Council for the City of Wisconsin Dells.

City of Wisconsin Dells

Dated: _____, 2018.

Edward Wojnicz, Mayor

Dated: _____, 2018.

Nancy R. Holzem, Clerk/Coordinator

Neira Productions, LLC

Dated: _____, 2018.

By: Fiorella Neira

Document drafted by:
Joseph J. Hasler
LaRowe Gerlach Taggart LLP
110 E. Main Street
Reedsburg, Wisconsin 53959