

**VILLAGE OF BROKAW, TOWN OF TEXAS AND VILLAGE OF MAINE
COOPERATIVE PLAN AND PERMANENT BOUNDARY AGREEMENT
PURSUANT TO WIS. STATS. §66.0307**

The Village of Brokaw, a Wisconsin municipal corporation, with its principal place of business located at 218 Second Street, Brokaw, Wisconsin 54417 (hereinafter referred to as “Brokaw”), the Town of Texas, a Wisconsin municipal corporation, with its principal place of business located at T4510 River Hills Road, Wausau, Wisconsin 54403 (hereinafter referred to as “Texas”), and the Village of Maine, a Wisconsin municipal corporation, with its principal place of business located at 6111 North 44th Avenue, Wausau, Wisconsin 54401 (hereinafter referred to as “Maine”) (collectively referred to as the “Municipalities”) hereby enter into this Cooperative Plan And Permanent Boundary Agreement (hereinafter referred to as “Cooperative Plan” or “Plan”) subject to the approval of the Wisconsin Department of Administration pursuant to its authority under Wis. Stats. §66.0307.

WHEREAS, Wis. Stats. §66.0307 requires that any boundary maintained or changed under a cooperative boundary plan must be reasonably compatible with the characteristics of the surrounding community. In preparing this Cooperative Plan, Maine, Brokaw, and Texas have taken into consideration the location of services that must be provided to areas subject to the Cooperative Plan, including the transportation infrastructure, the fiscal capacity of the communities to provide the services needed, the existing and ultimate political boundaries, the current boundaries of the school district, and shopping and social customs; and

WHEREAS, Wausau-Mosinee Paper Corporation conducted business in Brokaw for over 100 years. The Wausau-Mosinee Paper Corporation had the largest tax valuation in Brokaw and was the largest water customer of Brokaw. In 2011 Wausau-Mosinee Paper Corporation ceased all operations in Brokaw. As a result, the non-Tax Incremental District equalized valuation decreased 40% from 2011 to present. This event along with other overall economic events in the country has led to extreme financial hardship for Brokaw and its residents. As a result, the parties hereto believe that imminent dissolution of Brokaw under State law was likely to occur. For the betterment of not only the Brokaw residents, but all residents in northern Marathon County, the Municipalities enter into this Plan in order to manage the complex array of issues surrounding Brokaw; and

WHEREAS, this Cooperative Plan is made with the general purpose of establishing permanent boundaries between adjoining municipalities and guiding and accomplishing a

coordinated, adjusted, and harmonious development of the territory covered by this Plan of each of the Municipalities; and

WHEREAS, Wis. Stats. §66.0307 authorizes municipalities to determine the boundary lines between municipalities upon approval of a Cooperative Plan by the Wisconsin Department of Administration in order to accomplish the coordinated, adjusted and harmonious development of territory covered by this Cooperative Plan; and

WHEREAS, the Municipalities desire to establish a process pursuant to which certain land over time will be detached from Brokaw and Texas and attached to Maine with the eventual dissolution of Brokaw; and

WHEREAS, the Municipalities desire to preserve the history and culture of Brokaw, therefore the parties agree that every effort will be undertaken to maintain the historical identity of the dissolved Village of Brokaw by the following:

- (a) Maintaining the Christmas decorations and installing the Christmas decorations each Christmas season;
 - (b) Maintaining the bell monument located at the entranceway to the downtown area;
 - (c) Continuing to maintain the parks located in the boundaries of the existing Village of Brokaw;
- and

WHEREAS, the Municipalities seek to establish the terms under which detachment of territory will occur and the provision of services to Brokaw residents will occur prior to the time of the final detachment; and

WHEREAS, the Municipalities have reviewed and examined their comprehensive plans in preparing this Plan, and have determined that this Plan is consistent with each Municipalities adopted comprehensive plans and as further detailed in Exhibit N; and

WHEREAS, the Municipalities have adopted authorizing Resolutions to participate in the preparation of this Cooperative Plan pursuant to Wis. Stats. §66.0307(4); and

WHEREAS, the Municipalities have held a joint public hearing on the Cooperative Plan pursuant to Wis. Stats. §66.0307(4)(b) on February 10, 2016, during and after which comments were received and which comments are reflected in the final Cooperative Plan; and

WHEREAS, it is the intent of the Municipalities that this Cooperative Plan be a binding and enforceable contract.

WITNESSETH:

Brokaw, Texas, and Maine enter into this Cooperative Plan under the authority of Wis. Stats. §§66.0307 and 66.0301 and petition the Wisconsin Department of Administration for approval in accordance with the statutory procedures and timeframes set forth therein.

I. PARTICIPATING MUNICIPALITIES

Brokaw, Texas, and Maine are all adjacent municipalities located in Marathon County, Wisconsin, and enter into and agree to be bound by this Cooperative Plan pursuant to their authority under Wis. Stats. §66.0307.

II. ISSUES, PROBLEMS AND OPPORTUNITIES

2.1 As stated above, in 2011 Wausau-Mosinee Paper Corporation ceased all operations in Brokaw. As a result, the non-Tax Incremental District equalized valuation decreased 40% from 2011 to present. The situation created such an extraordinary problem without a remedy, that U.S. Senator Tammy Baldwin is proposing federal legislation. While the legislation will not assist Brokaw, its aim is to provide greater notice when investment groups seek to purchase companies so that communities have more time to prepare. The Act is aptly named, “The Brokaw Act”. This Cooperative Plan is crafted to address the extraordinary problems that the Municipalities now face, namely significant financial disaster while creating opportunities for the Municipalities to better control their own future.

2.2 **Local and Regional Focus.** Wis. Statutes §66.0307 allows two or more jurisdictions to negotiate a boundary agreement that is in the best interests of their residents. The view by which to approach an understanding of Wis. Stats. §66.0307 is from the participating municipalities. This is highlighted in Wis. Stats. §66.0307(3)(b) entitled *Purpose of plan*. This section plainly states, “The cooperative plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development *of the territory covered by the plan....*” Italics added. *See also City of Kaukauna v. Village of Harrison*, 2015 WI App 73, ¶8, 365 Wis.2d 181, 870 N.W.2d 680. Here, through the public participation process of Wis. Stats. §66.0307(4)(b)-(c), the public within the participating jurisdictions have demonstrated strong support for this Plan. While focus is on the participating Municipalities, this Plan further benefits the overall region – not relative to the purported interests of a single non-participating entity. As such, this Plan is in the best interests of the residents of the participating Municipalities as well as the region as a whole.

2.3 Establishment of Initial Attachment Area. The participating Municipalities are jointly addressing issues to prevent a dissolution of the Village of Brokaw, a situation for which neither Maine nor Texas are responsible. As further evidence of the uniqueness of this situation, the State Legislature and the Governor facilitated this cooperative approach when they approved legislation allowing a streamlined incorporation process for the Town of Maine. This process culminated in a vote of the electors of the Town of Maine who approved village status for Maine by a 5-1 margin. With this status and as part of its commitment, Maine has agreed to attach the Initial Attachment Area as well as the entirety of the Village of Brokaw. In consideration, the Town of Texas has agreed to a significant financial burden in an attempt to provide tax parity to the Brokaw residents and avoid the catastrophic and uncontrolled dissolution of Brokaw. The Municipalities recognize that each are undertaking risks and burdens in consideration of a mutually beneficial permanent boundary.

The Initial Attachment Area consists largely of vacant land at the base of a hill that rises to the north. The inclusion of this area is consistent with maintaining the desired rural character of the rest of Texas and protecting its natural resources – objectives described in its Comprehensive Plan. Texas' Comprehensive Plan shows a portion of the Initial Attachment Area proposed for future commercial development or designated as public/quasi-public or barren. These areas are best suited for servicing by the incorporated Village of Maine while allowing Texas to meet the objectives of its Comprehensive Plan to preserve its rural character. Serving the Initial Attachment Area from the City of Wausau is not possible as it is against the City's policy to connect to areas outside the City without annexation. Additionally, Texas' Comprehensive Plan identifies cooperative boundary agreements as the preferred mechanism for accomplishing common land use objectives between adjacent municipalities – specifically mentioning Brokaw and Wausau.

This Plan further provides for a cooperatively planned permanent boundary allowing Texas, Maine, and Brokaw financial and land use stability. The agreed upon permanent boundary will allow the Municipalities to make more effective land use decisions consistent with their Comprehensive land use goals; reduce land use related disputes; and better plan for infrastructure improvements. Detailed analysis of compactness and homogeneity may be found in Exhibit N.

The Municipalities have recognized that due to the topography of the Initial Attachment Area and Wausau's policy regarding extension of services, Maine and Texas have agreed to provide services as set forth in ¶12.1.

2.4 The undertakings herein were assumed by the Municipalities after studying all of the available options. As described above, the uniqueness of the challenges has compelled the Municipalities to take on significant risk and financial burden to bring stability to northern Marathon County.

III. TERRITORY SUBJECT TO THE COOPERATIVE PLAN

3.1 **Existing Boundary Lines.** The municipal boundaries of Brokaw, Texas, and Maine as of the final adoption date, are as set forth and shown on the map in Exhibit A.

3.2 **Future Boundary Lines.** The Municipalities intend and agree that the Future Boundary Lines will be those areas set forth on Exhibit B and subject to detachment of properties by Brokaw and Texas to Maine during the term of this Cooperative Plan pursuant to the procedures and timelines contained in this Cooperative Plan. The Municipalities intend and agree that the Future Boundary Lines set for on Exhibit B shall be the permanent and perpetual boundary lines between Maine and Texas pursuant to Section 10 herein. Except as provided in this Plan, there shall be no detachments from the Village of Maine to the Town of Texas nor annexations to the Village of Maine from the Town of Texas.

IV. DEFINITIONS

4.1 “Attachment” shall mean an alternative, agreed upon process whereby real property is detached from Brokaw and Texas and attached to Maine pursuant to the terms of this Cooperative Plan in contradistinction from detachment annexation under Wis. Stats. §66.0227.

4.2 “Effective Date” shall mean the date this Cooperative Plan is approved by the Wisconsin Department of Administration in accordance with Wis. Stats. §66.0307(5).

4.3 “Final Adoption Date” shall mean the date the last of the Municipalities adopts this Cooperative Plan in accordance with Wis. Stats. §66.0307(4)(d).

4.4 “Future Boundary Line” shall mean that area as shown on Exhibit B which shall be the permanent and perpetual boundary line between Texas and Maine. Except as provided in this Plan, there shall be no detachments from the Village of Maine to the Town of Texas nor annexations to the Village of Maine from the Town of Texas.

4.5 “Highway” shall have the meaning set forth in Wis. Stats. §990.01(12) and shall include all public streets, alleys and roads.

4.6 “Land Division” for purposes of this Cooperative Plan shall mean the division of a parcel of land by the owner or sub-divider resulting in the creation of one or more additional parcels or building sites.

4.7 “Boundary Adjustment Area” shall be as set forth on Exhibit B. This Cooperative Plan provides for the eventual transfer of all territory within Brokaw and a portion of territory in Texas to Maine as quickly as practical.

V. TERM OF COOPERATIVE PLAN

5.1 The term of this Plan shall be five (5) years from the date of execution of this Plan by the Municipalities and which shall automatically renew for one year periods until a majority of each board of the Municipalities approves termination of this Plan or until seventeen (17) years from the date of execution of this Plan, whichever occurs first. Notwithstanding the term of this Plan, the Future Boundary Lines between Brokaw, Maine and Texas specified herein and shown and described on Exhibit B shall be permanent, perpetual and survive the termination of this Plan.

VI. CONSIDERATION FOR MUTUAL PROMISES

6.1 The Municipalities agree that this Cooperative Plan represents a compromise between the parties. Brokaw agrees that, in exchange for the monetary and other advantages being provided to Brokaw as provided by this Cooperative Plan, it will forego expansion by annexation of real property situated in Texas and also foregoes the exercise of extraterritorial zoning and subdivision control powers in Texas.

6.2 Texas and Maine agree that, in exchange for the addition of land as set forth in this Cooperative Plan and Brokaw’s agreement to not exercise its annexation, extraterritorial zoning and subdivision control powers over real property located in Texas and/or Maine, Texas and Maine agree that the detachment of territory from Brokaw and Texas to Maine shall take place as provided by this Cooperative Plan. Texas and Maine agree that the detachment of territory from Brokaw and Texas to Maine shall only be accomplished as provided for in this Plan.

VII. OVERSIGHT COMMISSION

7.1 **Establishment of Oversight Commission.** The Municipalities agree to establish an Oversight Commission to provide oversight, approval, direction, and authorization to Brokaw on all manners of governmental operations within Brokaw. Brokaw may only act conditioned upon Oversight Commission approval.

7.2 **Membership of Oversight Commission.** The Oversight Commission shall consist of one (1) elective official each from Texas, Maine and Brokaw. The Members shall serve at the pleasure of their appointing authority. This Oversight Commission is created pursuant to Wis. Stats. §66.0301.

7.3 Purpose of Oversight Commission. The purpose of the Oversight Commission is to approve and authorize decisions and actions related to the governance of Brokaw and to make decisions that are compatible with future development plans, this Cooperative Plan and the goals of Brokaw, Texas, and Maine.

7.4 Votes. Each Commission member shall have one vote. Except as may otherwise be set forth herein, all matters before the Commission shall be decided by the affirmative vote of a majority of the Commission members. A majority of the members of the Oversight Commission shall constitute a quorum necessary to conduct business.

7.5 Commission Meetings. Regular meetings of the Commission shall be held monthly unless changed by action of the Commission. Each meeting of the Commission shall be publicly noticed pursuant to applicable State laws.

7.6 Compensation. The Commission shall not compensate their members for their services. However, Commission members may be reimbursed for actual necessary expenses incurred if so authorized by the Commission. Commission members may be compensated by their respective Municipality as each Municipality may determine.

7.7 Powers and Duties of Oversight Commission. The Oversight Commission shall have the powers and duties set forth in §§ 7.1 to 7.6 herein and shall further have the authority:

- a. To hire, rent, lease, purchase, encumber, or sell vehicles, equipment, services, other personal property, or supplies for Brokaw upon such terms and conditions as the Commission deems appropriate;
- b. To adopt bylaws, procedures, personnel rules, operating policies, and rules;
- c. To contract to provide fire protection services or ambulance services or both;
- d. To establish rates of pay and fringe benefits for Administrator/advisors and employees of Brokaw;
- e. To designate a depositor for Brokaw funds;
- f. To secure insurance for Brokaw including, without limitation, fire and casualty, liability, workers' compensation, and errors and omissions coverage;
- g. To sue and be sued in accordance with state law;
- h. To exercise such additional powers as authorized by the Cooperative Plan and as reasonably necessary to effectuate the purposes of this Cooperative Plan;

i. To make all final determinations on the upkeep, maintenance and area served in Brokaw by water and/or sewer and/or whether sewage disposal services should be provided and by what means;

j. To review and approve any proposed routes for Brokaw water and sewer main extensions as may be needed from time to time;

k. To review and approve all Ordinances proposed to be amended or adopted by Brokaw; and

l. To approve all maintenance, repair and/or reconstruction of Brokaw Highways.

7.8 Administrator/Advisors. The Oversight Commission may appoint an Administrator or other necessary advisors who shall be compensated in an amount to be determined by the Oversight Commission and serve at the pleasure of the Oversight Commission.

7.9 Review. Any decision, action or determination of the Oversight Commission may be vetoed after due review by resolution from each of the boards of all three municipalities. Each resolution shall be passed by a 2/3 majority vote of the members elect of each municipality. The veto expires unless the municipalities exercise it within thirty (30) days of the meeting of the Oversight Commission where the decision, action or determination was made or taken.

VIII. TAX RATE PARITY

8.1 The Municipalities shall undertake reasonable efforts to achieve a tax rate for Brokaw equal to the tax rate of Maine by calendar year 2018.

8.2 For the term of this Plan or until Final Attachment of Brokaw under ¶11.4 below, whichever occurs first, Maine and Texas will assist Brokaw to the extent necessary to fund essential operations of Brokaw at a level as exists on the effective date of this Plan and that are not otherwise paid for by Brokaw revenues. "Brokaw revenues" as used herein shall include revenue from taxes, special assessments, licenses and permits, fines, forfeitures and fees, public charges for services, miscellaneous revenues and other sources. Maine and Texas shall equally share the costs necessary to maintain the status quo of Brokaw's necessary and essential operations as of the effective date of this Plan not otherwise paid for by Brokaw revenues.

8.3 No capital improvements or expenditures shall be paid by Maine or Texas unless unanimously approved by the Commission and a majority of the Board members of each Municipality as to the amount and proportion of payment by each.

8.4 Payment procedures for the cost contributions to Brokaw not otherwise funded by Brokaw revenue shall be made in a manner to be determined by the Oversight Commission.

IX. FINANCING AND BUDGET

9.1 **Budget.** The Commission shall submit to the governing boards of the Municipalities a budget setting forth the proposed expenses to be incurred by Brokaw and the Commission for each ensuing calendar year. This shall be done on or before October 30th of each year. The budget shall be separated into capital expenses and operating expenses for Brokaw. No non-budgeted expenditure shall be made by the Commission until the Commission non-budgeted expenditure has been approved by all of the Municipalities' governing bodies. In calendar year 2016, the Commission shall act under the Brokaw budget in effect at the time of this Agreement.

9.2 **Reserve Fund.** The annual budget also may provide for a reserve or contingency fund for the purpose of capital improvements, major repairs and/or unforeseen expenses of Brokaw. The annual addition to a reserve fund shall not be more than thirty-three percent (33%) of Brokaw's annual budget. The total amount of a reserve fund shall not exceed the total of the budgets of the previous three (3) years.

9.3 **Non-Budgeted Expenditures.** If it is determined by the Commission that non-budgeted expenditures requiring additional funds from the Municipalities are required during any time throughout a year, the Municipalities shall have the right to approve any proposed non-budgeted expenditures. Notice of such proposed non-budgeted expenditures shall be given in writing to each of the Municipalities. The Municipalities then shall place the non-budgeted expenditure request on their respective agendas to be considered at their next regularly scheduled board meeting for discussion and approval in accordance with Wis. Stats. §§65.06(6), 60.40(5) and 65.90. No non-budgeted expenditure shall be made by the Commission until the non-budgeted expenditure has been approved by all of the Municipalities' governing bodies.

9.4 **Division of Cost.** Texas and Maine shall bear its share of the budgeted costs as provided in ¶8.2 hereinabove.

9.5 **Payments.** The payments to be made by Maine and Texas shall be made to the Commission at least quarterly.

X. MUNICIPAL SERVICES

10.1 The Commission shall assure that general municipal services continue to be provided to Brokaw residents during the Term of this Agreement. These services include but are not limited

to law enforcement, elections, ordinance enforcement, sewer and water, and administration of Brokaw business.

10.2 The Commission shall assure that water service continues to be provided to Brokaw residents. Concurrently Maine will continue to explore the viability of providing water service to Brokaw residents through a new water source. If Maine determines there is viability to providing water to the Brokaw residents, the Commission will endeavor to establish said service and discontinue agreements or undertakings for water service from the City of Wausau. Until such time occurs, Brokaw shall continue to maintain its contract with the City of Wausau and continue to explore alternatives in the best interests of all the parties.

10.3 Brokaw will continue to provide sewer service to its residents until such time as the final attachment occurs as set forth in ¶11.4. The Brokaw Board will review the current sewer service rate and implement a small rate increase effective in the first available quarter after January 1, 2016. The Brokaw Board will try to make the sewer service self-sustaining without additional funds from the Brokaw General Fund. Subject to Commission approval, the Brokaw Board will develop an annual budget for the sewer service and present a proposal to Texas and Maine for additional funds to be used to make the sewer service financially viable as a separate operation starting in 2017.

10.4 The Commission may undertake steps to reach an agreement with Marathon County for assistance from the Marathon County Highway Department or other entities for snow removal and highway repair service in Brokaw.

10.5 Maine shall continue to provide fire protection and emergency medical services for properties in Brokaw at the same rate/charges as may be from time to time agreed to by the Commission.

10.6 Texas shall for the term of this Plan, continue to provide the same level of snow plowing and fire services provided at the execution of this Plan to the Initial Attachment Area as set forth on Exhibit C. Maine may, as it deems necessary and appropriate and at its sole expense, provide additional services to the Initial Attachment Area.

XI. ATTACHMENT/DETACHMENT PROCEDURE IN BOUNDARY ADJUSTMENT AREA

11.1 **Initial Attachment—Texas.** Within 90 days of approval from the State Department of Administration of this Cooperative Plan, Maine shall, with ten (10) days advance written notice to the Town Clerk of Texas and Village Clerk of Brokaw, without review by the Maine Plan

Commission or any other committee or commission of Maine, and without further review or approval of Texas or Brokaw, adopt an Ordinance attaching the territory in Texas and shall be considered the “Initial Attachment Area” and designating a temporary zoning classification for each parcel of land until the Zoning Ordinance of Maine is amended as prescribed in Wis. Stats. 62.23(7)(d). The Initial Attachment Area of Texas is as legally described and mapped on Exhibit C. The Ordinance may attach the territory to an existing ward or may create an additional ward. Following the attachment, the Maine Clerk shall file immediately with the Secretary of Administration a certified copy of the Attachment Ordinance, certificate and plat, and shall send one copy to each company that provides any utility service to the area that is attached. The Attachment Ordinance that is filed or sent shall describe the attached territory and the associated population. The information filed with the Secretary of Administration shall be utilized in making recommendations for adjustment to entitlements under the federal revenue sharing program and distribution of funds under Ch. 79, Wis. Stats. Failure to file or send shall not invalidate the Attachment and the duty to file, record, or send shall be a continuing one.

The Maine Clerk shall further record the Attachment Ordinance with the Marathon County Register of Deeds and file a signed copy of the Attachment Ordinance with the clerk of any affected school district. The Attachment Ordinance that is filed, recorded or sent shall describe the attached territory and the associated population. Failure to file, record or send shall not invalidate the Attachment and the duty to file, record, or send shall be a continuing one.

No property outside of this Initial Attachment Area in Texas shall ever be attached by Brokaw or Maine from Texas. The Future Boundary Line as set forth on Exhibit B shall form the perpetual and permanent boundary between Maine and Texas. The provisions of this permanent and perpetual boundary shall survive the termination of this Agreement.

11.2 Payment For Services Upon Initial Attachment. The first year after the Initial Attachment occurs as set forth in paragraph ¶11.1 hereinabove, Maine agrees to pay annually to Texas an amount which will be approved by Maine and Texas within 30 days of the Initial Attachment Area as long as Texas is providing the services in ¶10.6 herein or upon expiration of this Agreement as provided in ¶5.1 herein, whichever occurs first.

11.3 Intermediate Attachment(s)—Brokaw. Upon written petition by the Commission filed with the Maine Clerk and consistent with the purpose of this Plan, the Maine Board shall, with ten (10) days advance written notice to the Town Clerk of Texas, the Commission, and Brokaw Clerk and without review and recommendation by the Maine Plan Commission or any

other committee or commission of Maine, and without further review and approval of Texas or Brokaw, adopt Ordinances from time to time attaching portions of the territory of Brokaw and designating temporary zoning classifications for each parcel of land until the Zoning Ordinance of Maine is amended as prescribed in Wis. Stats. §62.23(7)(d). The Intermediate Attachment Areas of Brokaw are cumulatively legally described and mapped on Exhibit D, attached hereto. The Ordinances may attach the territory to an existing ward or may create additional ward(s). The Maine Clerk shall file, record, or send the Attachment Ordinance(s) in the same manner as set forth in ¶11.1 above.

11.4 Final Attachment—Brokaw. Notwithstanding the provisions of ¶11.2, the Final Attachment of any territory remaining from Brokaw to Maine shall occur no later than seventeen (17) years from approval of this Cooperative Plan. The procedures followed shall be as set forth in ¶11.1 hereinabove.

11.5 Attachment Of Brokaw Property, Highways, And Other Rights of Way. Any attachment of territory under this Cooperative Plan will include the highways and other public rights-of-way whether half or the whole of any abutting highway or public right-of-way. Any territory and/or improvements thereon titled in the name of Brokaw shall further be transferred and titled in Maine through such documents as from time to time determined appropriate and necessary by Maine to attain the same degree of ownership as that which was held by Brokaw.

11.6 Attachment Of Texas Property, Highways, And Other Rights of Way. Any attachment of territory under this Cooperative Plan will include the highways and other public rights-of-way whether half or the whole of any abutting highway or public right-of-way. Any territory and/or improvements thereon titled in the name of Texas shall further be transferred and titled in Maine through such documents as from time to time determined appropriate and necessary by Maine to attain the same degree of ownership as that which was held by Texas.

11.7 Effective Date of Attachments. The day after the Attachment Ordinances are published shall be the effective date.

XII. SEWER AND WATER SERVICE TO TEXAS

12.1 Maine shall provide and extend sewer and water service to Texas at its' request as set forth herein.

12.2 Procedure for Extension Requests. Requests for extension of water and/or sewer service to new customers in Texas shall be provided by Maine only after approval by resolution of the Texas Town Board. Unless agreed to by separate agreement, Texas, the potential customer

or both, shall be responsible for the costs of extensions herein. Upon receipt of such resolution from Texas, Texas and Maine shall agree upon how to facilitate the proposed extension of the service, the location of all facilities necessary to complete the extension, the estimated cost thereof, and such other matters as Texas and Maine deem appropriate to achieve said extension(s).

12.3 Easements. Texas shall be responsible for obtaining all easements determined necessary for the construction, maintenance, repair, replacement and operation of the facilities necessary for any extension to a Texas property. Maine shall have no obligation to furnish facilities or services until such easements have been obtained and approved. Nothing in this Cooperative Boundary Plan is intended to preclude Texas from charging any of its costs to Texas property owners requesting or benefitting from the services provided under this Section.

12.4 Design, Construction and Inspection. Maine shall have sole authority for the final design, bidding, construction and inspection of all sewer and/or water utility facilities under this Section.

12.5 Maine shall be deemed the sole owner of any sewer or water facilities constructed and connected to its sewer or water systems, except as to facilities owned by the customer.

12.6 Rules, Rates and Regulations. The regulations of the Maine sewer and/or water utility, approved from time to time as necessary by the Wisconsin Public Service Commission, the rates charged for various services, and all ordinances relating to the sewer and/or water utility and its facilities as adopted by the Maine Board shall apply equally to all customers and properties served regardless of whether they are located in Texas or Maine. Maine may, as a precondition to the furnishing of sewer or water service to any customer in Texas, require such customer to agree in writing to be bound by such rules, rates and ordinances as are applicable to the service within Maine. Maine's ordinances and rules shall not be amended in any manner which discriminates between properties located in Maine or Texas with respect to ownership of laterals or other facilities.

12.7 Use of Water Service. Texas shall not permit any water furnished under this Cooperative Boundary Plan to be used to supply any person or property located outside of Texas, except as may be temporarily necessary in the case of fire or similar emergency or pursuant to any cross-connection agreements to which Maine and Texas are both parties.

12.8 Special Assessment/Developer Agreements. Texas shall provide as much reasonable notice to Maine as practical that it may be seeking an extension of services. Prior to issuance of any building permit for new construction within Texas that is, or will be, served by a

new or modified connection to Maine facilities under this Section, Texas may impose, collect and pay to Maine a sewer and/or water special assessment calculated pursuant to Maine ordinances and State statutes, as amended from time to time or Maine may enter into a developer agreement with the property owner.

12.9 The agreements, commitments and representations made in this Section 11 shall be perpetual and permanent, with Texas and Maine expressly intending that the same survive the termination of this Agreement.

12.10 To the extent this Plan provides services and protections to sewer and water utility customers in Texas in excess of the minimums required by law, this Plan shall supersede those minimum standards.

12.11 In the event water and/or sewer capacity shall become inadequate at any time Maine shall take reasonable steps to increase the capacity to provide adequate service. In the event Maine shall elect to impose special assessments for such improvements, Texas shall levy and collect such special assessments against properties within Texas served by Maine sewer and/or water utility, Texas shall adopt a resolution pursuant to Wis. Stats. §66.0707(1) approving any such assessments so levied and shall collect the assessments and pay them over to Maine as set forth in Wis. Stats. §66.0707(3). Any special assessment levied by Maine against lands within Texas shall be on the same terms and conditions as those applicable to properties within Maine assessed for the same or similar project. Texas reserves the right at its sole option to levy special assessments for any or all of the costs for which it is responsible under this section. All such costs shall be paid by Texas to Maine within 60 days of the date of an invoice from Maine for such costs.

12.12 The agreements, commitments and representations made in this Section 11 shall be perpetual and permanent, with Texas and Maine expressly intending that the same survive the termination of this Agreement.

12.13 To the extent this Plan provides services and protections to sewer and water utility customers in Texas in excess of the minimums required by law, this Plan shall supersede those minimum standards.

XIII. BROKAW TAX INCREMENT DISTRICT

13.1 The Tax Increment District in Brokaw will continue to function pursuant to Wis. Stats. §66.1105. Subject to Commission approval, Brokaw will continue to exist and collect property taxes in said District in order to take advantage of the tax increment financing structure.

XIV. ECONOMIC GRANT FUNDING

14.1 The Municipalities in concert with Marathon County or other possible partners will endeavor to meet with State legislators, Wisconsin Economic Development Corporation and/or State officials to discuss an overall plan for economic development in northern Marathon County and to make application(s) for grant funds to support economic development activities and marketing activities for the northern Marathon County region that is the subject of the Cooperative Plan.

XV. DISPUTE RESOLUTION

15.1 **Remedies.** This Cooperative Plan is intended to provide each party with the right and standing to challenge in Court any action or omission which violates this Cooperative Plan. This Cooperative Plan is intended to provide each party with the right and standing to seek any available legal and equitable remedy to enforce this Cooperative Plan and to seek damages for the breach of this Cooperative Plan.

15.2 **Notice of Breach/Dispute.** If a party to this Cooperative Plan believes that the other party is in breach of this Cooperative Plan, the aggrieved party shall promptly deliver written notice of said breach upon the other party.

15.3 **Initial Meeting.** The parties shall meet promptly after receipt of a notice of breach or dispute and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve any dispute, the parties shall meet again within thirty (30) days after the initial meeting. The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. Failure or refusal of a party to meet promptly and attempt in good faith to resolve any dispute shall be deemed a waiver by such party of any right to recover any litigation expenses or attorney fees other than statutory costs, provided, however, that good faith shall not require an amendment of this Cooperative Plan.

15.4 **Nonbinding Mediation.** In the event the parties are not able to reach agreement in such situation, either party, by thirty (30) days written notice to the other, may require submission of such dispute to an impartial mediator to be mutually selected by the parties during such thirty (30)-day period for nonbinding mediation. The parties shall promptly pay on an equal basis all fees and expenses of the selected mediator.

15.5 Limitation on Commencement of Civil Action. No civil action may be commenced until after completion of the process set forth in ¶15.2 to 15.4, except that a party may commence an action seeking specific performance or injunctive relief prior to this time if, in that party's good faith judgment, such an action is necessary to protect the public health, safety or welfare. Except as otherwise provided in this Cooperative Plan, the prevailing party in any court action concerning an alleged breach of this Cooperative Plan shall be entitled to recovery from the other party its reasonable costs and expenses of litigation, including reasonable attorney's fees.

15.6 Waiver of Notice of Claim. This paragraph is intended by the parties to waive their respective statutory right to any further notice under Wis. Stats. §839.80(1)(a) to the extent said subsection is applicable.

XVI. MISCELLANEOUS TERMS AND CONDITIONS

16.1 No Third Party Beneficiary. This Cooperative Plan is intended to be solely between Brokaw, Texas and Maine. Nothing in this Cooperative Plan shall be interpreted as giving to any person or entity not party to this Cooperative Plan any legal or equitable rights whatsoever.

16.2 No Challenges to this Cooperative Plan. Brokaw, Texas and Maine hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative Plan or any of the actions required or permitted by it, or taking any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Cooperative Plan or any of the actions required or permitted by it.

16.3 Amendment. The procedure for amendment of this Cooperative Plan shall be as required in Wis. Stats. §66.0307(8).

16.4 Good Faith and Fair Dealing. The parties acknowledge that this Cooperative Plan imposes on them a duty of good faith and fair dealing.

16.5 Severability. The provisions of this Cooperative Plan and the individual parts of each such provision shall be severable. In the event that any provision of this Cooperative Plan, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Cooperative Plan shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means.

16.6 Invalid or Ineffective Ordinance. In the event that any Ordinance including, but not limited to, Attachment or Zoning Ordinances, which the parties are required or entitled to enact or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid

or ineffective, in whole or in part, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another Ordinance designed to satisfy the court's objections. The parties shall use their best efforts to find, design and implement the court's objections. The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of the benefits and burdens of this Cooperative Plan. In the event the parties are not able to reach agreement, either party may provide written notice of a dispute to the other and the dispute resolution process set forth in §§15.3 through 15.5 shall apply.

16.7 Successors. This Cooperative Plan shall benefit and be binding upon the successors of Brokaw, Texas and Maine. Successors include, but are not limited to, a city, village or town being a party to a consolidation and any other governmental entity which may govern the subject territory.

16.8 Implementation. Brokaw, Texas and Maine shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Cooperative Plan.

16.9 References. Any references in this Cooperative Plan to any particular agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance shall be interpreted as applying to the designated agency. Any references in this Cooperative Plan to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated, amended or renumbered from time to time.

16.10 Paragraph Titles. Paragraph titles in this Cooperative Plan are provided for convenience only and shall not be used in interpreting this Cooperative Plan.

16.11 Interpretation. This Cooperative Plan shall be interpreted as though jointly drafted by the parties.

16.12 Notices. All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the party receiving the notice or to the

person apparently in charge of the clerk's office during normal business hours or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service):

Brokaw:

Attn: Village President
Village of Brokaw
311 Third Street
Brokaw, WI 54417

Texas:

Attn: Town Clerk
Town of Texas
T4510 River Hills Road
Wausau, WI 54403

Maine:

Attn: Village Clerk
Village of Maine
6111 North 44th Avenue
Wausau, Wisconsin 54401

Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Cooperative Plan, by written notice to the other parties pursuant to this paragraph. Each notice shall be effective upon delivery in person or mailing or upon actual receipt without regard to the method of transmission, whichever occurs first.

16.13 Recording of Cooperative Plan with Register of Deeds. This Cooperative Plan shall be recorded with the Marathon County Register of Deeds. The recording of this Cooperative Plan shall provide notice to all property owners within the subject territory of the provisions of this Cooperative Plan which shall run with the land.

16.14 Incorporation. The recitals are hereby incorporated into this Plan as if they were specifically identified herein. The exhibits attached hereto are hereby incorporated herein.

XVII. COMPLIANCE WITH STATUTORY REQUIREMENTS

17.1 Initial Authorizing Resolutions. Wisconsin Stats. §66.0307(4)(a) requires that initial authorizing resolutions for the preparation of this Cooperative Plan be approved by each participating municipality before the preparation of this Cooperative Plan may commence. Authorizing resolutions must be dated and signed by the chief elected official and attested to by the municipal clerk of each municipality participating in this Cooperative Plan. Copies of the Municipalities' initial authorizing resolutions are included herein as Exhibit E.

17.2 Affidavit of Mailing Notice. Wisconsin Stats. §66.0307(4) requires that copies of the authorizing resolutions be sent to the Wisconsin Department of Administration, Wisconsin Department of Natural Resources, Wisconsin Department of Agriculture, Trade and Consumer Protection and Wisconsin Department of Transportation; the clerks of any municipality, school

district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating municipality; the clerk of each county in which a participating municipality is located; and any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality. A copy of an affidavit attesting to the mailing of copies of the authorizing resolutions to the above parties is included herein as Exhibit F.

17.3 Affidavit of Publication of Public Hearing Notice. Wisconsin Stats. §66.0307(4)(b) requires the participating municipalities to receive and consider public comments prior to adopting this Cooperative Plan. A copy of an affidavit evidencing the Class 3 notice for the joint public hearing was published is included herein as Exhibit G. The Municipalities held a joint public hearing on this Cooperative Plan on the 10th day of February, 2016.

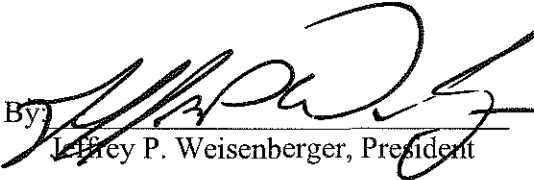
17.4 Record of Public Participation and Comment. Wisconsin Stats. §§66.0307(4)(c), (d) and (f) require the participating Municipalities to receive and consider public comments prior to adopting this Cooperative Plan. Public comments were received prior to, at and following the joint public hearing. A summary of the public comments is included herein as Exhibit H. A list of the changes made in response to public comments is included herein as Exhibit I.

17.5 Record of Comments from County or Regional Planning Commission. Wisconsin Stats. §§66.0307(4)(c), (d) and (f) require the participating Municipalities to receive and consider comments from the county zoning agency or regional planning commission on the proposed plan's effect on the master plan adopted by the regional planning commission or development plan adopted by the county and on the delivery of municipal services. A copy of the comments received from the county zoning agency or regional planning commission is included herein as Exhibit J. A list of the changes made in response to the comments is included herein as Exhibit K.

17.6 Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State. Wisconsin Stats. §66.0307(4)(d) and (f) requires each participating municipality to adopt a resolution adopting a final version of the Cooperative Plan. Copies of the Municipalities' Resolutions indicating adoption of this Cooperative Plan and authorizing transmittal of this Cooperative Plan to the Wisconsin Department of Administration for review included herein as Exhibit L. Each Resolution is dated and signed by the chief elected official and attested by the clerk from each participating municipality.

Dated this 2nd day of May, 2016.

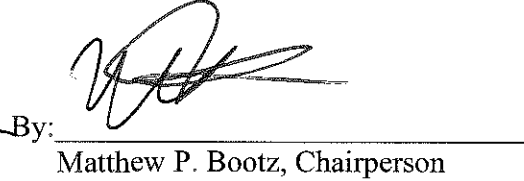
VILLAGE OF BROKAW

By: 
Jeffrey P. Weisenberger, President

Attest:

By: 
Brenda Weisenberger, Deputy Clerk

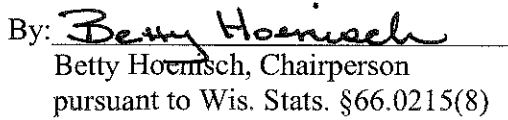
TOWN OF TEXAS

By: 
Matthew P. Bootz, Chairperson

Attest:

By: 
Lorraine I. Beyersdorff, Clerk

VILLAGE OF MAINE

By: 
Betty Hornsch, Chairperson
pursuant to Wis. Stats. §66.0215(8)

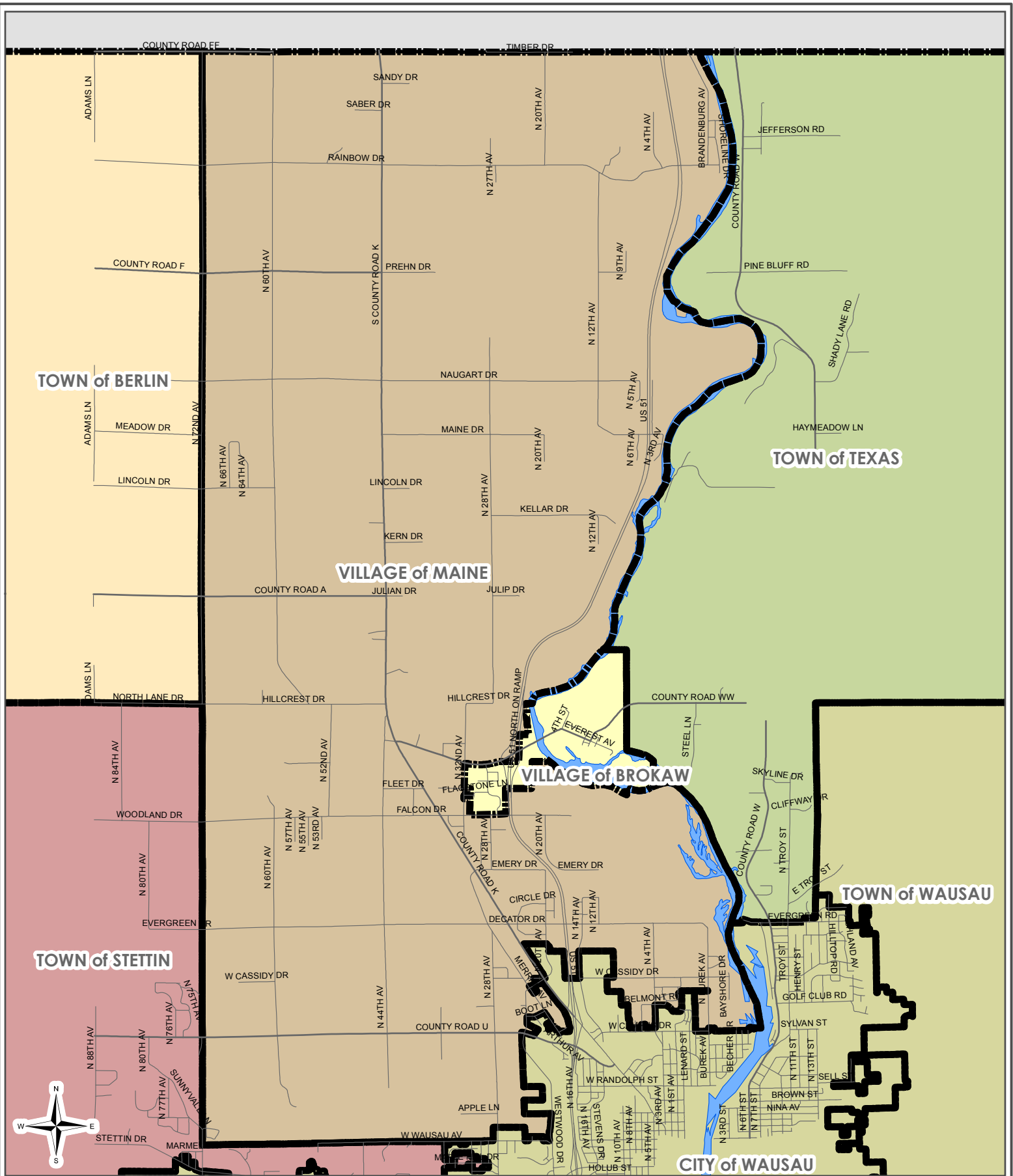
Attest:

By: 
Cindy Bailey, Appointed Clerk

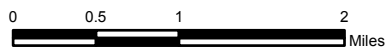
EXHIBIT INDEX

Exhibit A:	Existing Municipal Boundaries
Exhibit B:	Future Boundary Line
Exhibit C:	Initial Attachment Area
Exhibit D:	Intermediate Attachment Areas
Exhibit E:	Initial Authorizing Resolutions
Exhibit F:	Affidavits Transmitting Authorizing Resolutions
Exhibit G:	Affidavit Of Publication Of Public Hearing Notice
Exhibit H:	Summary Of Public Comments
Exhibit I:	Changes Made In Response To Public Comment
Exhibit J:	Changes Made In Response To Comments From County Or Regional Plan Commission
Exhibit K:	Changes Made In Response To Comments From County or Regional Plan Commission
Exhibit L:	Adopting Resolutions
Exhibit M:	Vierbicher Brokaw Infrastructure Analysis Report
Exhibit N:	Vierbicher Analysis Of Compactness
Exhibit O:	Vierbicher Funding Strategy Report

Exhibit A: Existing Municipal Boundaries



Map 1.1: Existing Municipal Boundaries



vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 261-5522 Fax: (608) 826-0530

Exhibit B: Future Boundary Line

VILLAGE OF MAINE FUTURE BOUNDARY DESCRIPTION

Beginning at the corner common to Sections 13, 14, 23, and 24, Township 29 North, Range 7 East; thence West, along the South line of Section 14, Township 29 North, Range 7 East, to the Southeast corner of the West 1/2 of the SE 1/4 of the SE 1/4 of said Section 14;

thence N0°23'W along the East line of said West 1/2 to the Northerly line of Outlot 1 of Certified Survey Map No. 9492 recorded in the office of Register of Deeds for Marathon County in Volume 38 of Certified Survey Maps on page 115;

thence North, along said East line, approximately 152 feet to the South line of said South 1/2 of the NE 1/4 of the Southeast 1/4;

thence West, along said South line, 16.5 feet to the West line of the East 676.5 feet of said South 1/2 of the NE 1/4 of the SE 1/4;

thence North, along said West line, approximately 643.5 feet to the South line of the North 16.5 feet of said South 1/2 of the NE 1/4 of the SE 1/4;

thence East, along said South line, 651.75 feet to the West right-of-way of Burek Avenue;

thence North, along said West right-of-way, 16.5 feet to the North line of said South 1/2 of the NE 1/4 of the SE 1/4;

thence West, along said North line, 1286.52 feet to the East line of said Block 4 of North Hill's Second Addition;

thence South, along said East line, approximately 124 feet to the North line of Lot 4 of said Block 4;

thence West, along said North line, 139.95 feet to the West line of said Lot 4;

thence South, along said West line, 95 feet to the South line of said Lot 4;

thence East, along said South line, 141.60 feet to said East line of said Block 4;

thence South, along said East line, 441.08 feet to said South line of the South 1/2 of the NE 1/4 of the SE 1/4;

thence South, along the West line of said SE 1/4 of the SE 1/4, approximately 195 feet to the Northerly right-of-way of East Crabtree Circle;

thence Westerly and Southerly, along said right-of-way, to the Westerly line of Lot 1 of Certified Survey Map No. 8283 recorded in the office of Register of Deeds for Marathon County in Volume 32 of Certified Survey Maps on page 51;

thence S32°35'40"W, along said Westerly line, 75.00 feet to the Northerly line of a Plat of Survey recorded in the Marathon County Surveyor's office, dated April 15, 2003, and prepared by Wisconsin Valley Surveyors for Robert Monk III;

thence S89°39'56"W, along said Northerly line, 371.50 feet; thence N35°01'14"W, along said Northerly line, 206.32 feet;

thence N58°54'55"W, along said Northerly line, 272.02 feet to a line 30.00 feet Southerly of and parallel with the North line of the SW 1/4 of said SE 1/4;

thence S89°39'56"W, along said parallel line and along said Northerly line of said Plat of Survey, 517.03 feet to the West line of said SE 1/4;

thence S01°12'09"E, along said West line 1096.76 feet; thence West parallel with the South line of the SE 1/4 of the SW 1/4 of said Section 14 to a point 160.00 feet East of the West line of the East 1/2 of said SE 1/4;

thence North parallel with said West line, 160.00 feet;

thence West parallel with the South line of said SE 1/4, 190.00 feet;

thence South parallel with the West line of the East 1/2, of said SE 1/4, 160.00 feet;

thence West parallel with the South line of the SE 1/4 of the SW 1/4 of said Section 14 to a point 50 feet East of the West line of said SE 1/4 of the SW 1/4;

thence North parallel with the West line of said SE 1/4 of the SW 1/4, 420 feet;

thence West parallel with the South line of said SE 1/4 of the SW 1/4, 50 feet;

thence North to the Northeast corner of the SW 1/4 of the SW 1/4 of said Section 14;

thence West on the North line of said SW 1/4 of the SW 1/4 to a point 990 feet East of the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 14;

thence North, parallel with the West line of said NW 1/4 of the SW 1/4, 660 feet;

thence West, parallel with the South line of said NW 1/4 of the SW 1/4, 660 feet;

thence North, parallel with the West line of said NW 1/4 of the SW 1/4, to the North line of said NW 1/4 of the SW 1/4;

thence N01°47'47"W, along the East line of the West 1/2 of the West 1/2 of the NW 1/4 of the SW 1/4 of said Section 14, extended Northerly, 24.75 feet to the North right-of-way of Cassidy Drive;

thence N89°30'56"E, along said North right-of-way, 124.22 feet;

thence N00°59'48"W, along said North right-of-way, 8.25 feet;

thence N89°30'56" E, along said North right-of-way, 208.71 feet to the East line of the West 1/2 of the SW 1/4 of the NW 1/4 of said Section 14;

thence N00°59'48"W, along said East line, 1294.46 feet to the North line of the SW 1/4 of the NW 1/4 of said Section 14;

thence S89°21'15"W, along said North line, 663.54 feet to the West line of said NW 1/4 of Section 14;

thence S89°55'43"W, along the North line of the SE 1/4 of the NE 1/4 of said Section 15, 960.85 feet to the East right-of-way of North 14th Avenue;

thence continuing S89°55'43"W, along said North line, 60 feet to the centerline of North 14th Avenue;

thence Southerly, along said centerline, to the North line of the SE 1/4 of said Section 15;

thence West, along said North line, to the Westerly right-of-way of USH "51" and the East line of

Lot 1 of Certified Survey Map No. 8361 recorded in the Office of Register of Deeds for Marathon County, in Volume 32 of Certified Survey Maps on page 129;

thence N02°24'14"W, along said East line, 1317.63 feet to the Northeast corner of said Lot 1;

thence S89°55'12"W, along the North line of said Lot 1, to the centerline of Bos Creek;

thence Northerly, along said Centerline, to the East right-of-way of North 20th Avenue;

thence North, along said East right-of-way, approximately 43 feet to the North line of Certified Survey Map No. 6864 recorded in the Office of Register of Deeds for Marathon County, in Volume 26 of Certified Survey Maps on page 57, extended Easterly;

thence West, along said North line extended Easterly, 49.75 feet to the Northeast corner of said Certified Survey Map No. 6864;

thence N89°54'46"W, along the North line of said Certified Survey Map No. 6864, 1071.53 feet to the Northwest corner of said Certified Survey Map No. 6864;

thence S31°54'34"E, along the Southwesterly line of said Certified Survey Map No. 6864, 1777.10 feet;

thence S89°55'41"W, along said line, 23.54 feet;

thence S31°54'34"E, along said Southwesterly line, 192.75 feet to the Southwest corner of said Certified Survey Map No. 6864;

thence S01°24'36"E, 25.00 feet to the South line of the NW 1/4 of said Section 15, Township 29 North, Range 7 East;

thence S89°53'05"W, along said South line, to the Easterly line of Parcel A of Certified Survey Map No. 9890 recorded in the Office of the Register of Deeds for Marathon County in Volume 40 of Certified Survey Maps on Page 113, extended Northerly;

thence S33°48'48"E, along said Easterly line extended Northerly and along said Easterly line, 257.58 feet to the Northerly right-of-way of Overlook Drive;

thence S56°20'39"W, along said Northerly right-of-way, 366.18 feet;

thence continuing along said Northerly right-of-way, N61°06'58"W, 78.89 feet to the Easterly right-of-way of Merrill Avenue;

thence S33°11'41"E, along said Easterly right-of-way, 427 feet more or less, to the Northerly line of Parcel B of said Certified Survey Map No. 9890;

thence Easterly along said Northerly line, 177 feet; thence Northerly, along said Northerly line and along the Westerly line of said Parcel A, 259 feet more or less to the Southerly right-of-way of Overlook Drive;

thence N56°20'39"E, along said Southerly right-of-way, 450.00 feet;

thence continuing along said Southerly right-of-way, N86°18'25"E, 200.23 feet to said Westerly right-of-way of County Trunk Highway K;

thence Southeasterly, along said Westerly right-of-way and along the Westerly right-of-way of USH "51", to the Southerly line of the lot as shown on Certified Survey Map No. 2794 recorded in the Office of Register of Deeds for Marathon County in Volume 10 of Certified Survey Maps on page 267;

thence N89°12'32"W, along said Southerly line, 298.30 feet to the Westerly line of said lot;

thence N32°51'06"W, along said Westerly line, 35.42 feet to the Southerly right-of-way of the proposed road (Bovine Lane) as shown on said Certified Survey Map No. 2794;

thence Southwesterly, along said Southerly right-of-way, to the Northeasterly right-of-way of Merrill Avenue;

thence Northwesterly, along said Northeasterly right-of-way, 210 feet;

thence Southwesterly, to the Easterly-most corner of the parcel described in Document No. 844806, recorded in the Office of Register of Deeds for Marathon County in Volume 418 of Micro Records on page 1055, said corner being on the Southwesterly right-of-way of Merrill Avenue;

thence Northwesterly, along said Southwesterly right-of-way, to the Northwesterly line of said parcel described in Document No. 844806;

thence Southwesterly, along said Northwesterly line, to the West line of the SW 1/4 of the SE 1/4 of said Section 15;

thence Northerly, along said West line and along the Easterly line of Lot 6 of Overlook Heights, to the Northeast corner of said Lot 6;

thence Northwesterly, along the Northeasterly line of Lot 5, to the Northerly line of Certified Survey Map No. 1382 recorded in the Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on page 63;

thence Northeasterly, along said Northerly line, 230.93 feet to said Southwesterly right-of-way of Merrill Avenue;

thence Northwesterly, along said Southwesterly right-of-way, 169 feet to the Southerly line of Lot 1 of said Overlook Heights;

thence N33°42'30"W, along the Northeasterly line of said Lot 1 and along the Northeasterly line of Lot 2 of said Overlook Heights, 379.08 feet to the Northwesterly line of said Lot 2;

thence S63°25'38"W, along said Northwesterly line and along the Northwesterly line of Lot 3 of said Overlook Heights, 550.79 feet to the Northeasterly corner of Lot 10 of said Overlook Heights;

thence Westerly, along the Northerly line of said Lot 10, to the Northwest corner of said Lot 10;

thence Southerly, along the Westerly line of Lot 10 and the Westerly line of Lot 9 of said Overlook Heights, to the Southerly line of said Lot 9;

thence Southeasterly, along said Southerly line and along the Southerly line of Lot 8 of said Overlook Heights, to the Westerly line of Lot 7 of said Overlook Heights;

thence Southwesterly, along said Westerly line, to the South line of the SE 1/4 of the SW 1/4 of said Section 15;

thence West, along said South line, to the Westerly line of the parcel described in Document No. 1075478 recorded in the Office of Register of Deeds for Marathon County in Volume 742 of Micro Records on page 1308;

thence Southerly, along said Westerly line, to the Northerly right-of-way of CTH "U"; thence Westerly, along said Northerly right-of-way, to the West line of said SE 1/4 of the SW 1/4;

thence South, along said West line, and along the West line of the NE 1/4 of the NW 1/4 of said

Section 22, and along the West line of the SE 1/4 of the NW 1/4, of said Section 22, to the South line of said SE 1/4 of the NW 1/4;

thence East, along said South line, to the Northeast corner of Lot 3 of Certified Survey Map No. 6774 recorded in the Office of Register of Deeds for Marathon County in Volume 25 of Certified Survey Maps on page 174;

thence South, along the East line of said Lot 3, to the Southeast corner of said Lot 3; thence West, along the South line of said Lot 3, to the West line of the NE 1/4 of the SW 1/4 of said Section 22;

thence South, along said West line, to the South line of said NE 1/4 of the SW 1/4;

thence East, along said South line, to the Southeast corner of said NE 1/4 of the SW 1/4;

thence South, along the East line of the SE 1/4 of the SW 1/4 of said Section 22, to the proposed Westerly right-of-way of Westwood Drive, said proposed Westerly right-of-way being the Westerly line of the parcel described in Document 1374994 recorded in the office of Register of Deeds for Marathon County;

thence along said proposed Westerly right-of-way and along the arc of a curve to the right having a chord bearing of S01°36'05"W and a chord distance of 19.90 feet and a radius of 160.00 feet;

thence S05°10'02"W, along said proposed Westerly right-of-way, 831.31 feet to the North line of Certified Survey Map No. 6646 recorded in the office of Register of Deeds for Marathon County in Volume 25 of Certified Survey Maps on page 46;

thence N89°11'04"W (as recorded on said CSM No. 6646), along said North line, 35.49 feet to a point on said North line being 140.00 feet Westerly, measured along said North line, of said East line of the SE 1/4 of the SW 1/4, said point also being on the West line of the parcel described in Document No. 1341672 recorded in the office of Register of Deeds for Marathon County;

thence S01°57'51"E, parallel with said East line of the SE 1/4 of the SW 1/4 and along said West line described in Document No. 1341672, 157.85 feet to the Northwest corner of Certified Survey Map No. 1893 recorded in the office of Register of Deeds for Marathon County in Volume 7 of Certified Survey Maps on page 279;

thence S0°47'43"E (as recorded on said CSM No. 1893), along the West line of said Certified Survey Map No. 1893, 311.00 feet to the South line of said SW 1/4;

thence West, along said South line, 292 feet to the Easterly line of the parcel described in Document No. 668174 recorded in the office of Register of Deeds for Marathon County in Volume 187 of Micro-Records on page 889, extended Southerly;

thence Northerly, parallel with the East line of said SE 1/4 and along said Easterly line extended Southerly and along said Easterly line, 208 feet to the Northerly line of the parcel described in said Document No. 668174;

thence Westerly, parallel with said South line of the SE 1/4 of the SW 1/4 and along said Northerly line, 104 feet to the Northeast corner of the parcel described in Document No. 700875 recorded in the office of Register of Deeds for Marathon County in Volume 233 of Micro-Records on page 917;

thence Westerly, along the Northerly line of said parcel, and along the Northerly line of the

parcel described in Document No. 1233355 recorded in the office of Register of Deeds for Marathon County, and along the North line of Parcel C of Certified Survey Map No. 6328 recorded in the office of Register of Deeds for Marathon County in Volume 23 of Certified Survey Maps on page 156; to the Westerly line of said Parcel C;

thence Southerly, along said Westerly line and along said Westerly line extended Southerly, to the North line of the NW 1/4 of said Section 27;

thence West, along said North line, to the Southeast corner of the South 1/2 of the SW 1/4 of the SW 1/4 of Section 22;

thence North to the Northeast corner of said South 1/2;

thence West to the Northwest corner of said South 1/2;

thence S89°07'43"W, along the North line of the South 1/2 of the SE 1/4 of the SE 1/4, Section 21, Township 29 North, Range 7 East, and along the North line of Certified Survey Map No. 9850 recorded in the Office of Register of Deeds for Marathon County in Volume 40 of Certified Survey Maps on page 73, 226.0 feet to the Northwest corner of said Certified Survey Map No. 9850;

thence S1°06'05"E, along the West line of said Certified Survey Map No. 9850, 434.55 feet to the Southwest corner of said Certified Survey Map No. 9850;

thence continuing S1°06'05"E, along the East line of Lot 3 of Certified Survey Map No. 7110 recorded in the Office of Register of Deeds for Marathon County in Volume 27 of Certified Survey Maps on page 93, 226.00 feet to the South line of the SE 1/4 of Section 21, Township 29 North, Range 7 East;

thence Westerly along the south line of said Section 21, 5054 feet more or less, to the southeast corner of Section 20, Township 29 North, Range 7 East;

thence Westerly along the south line of said Section 20, 5280 feet more or less, to the southeast corner of fractional Section 19, Township 29 North, Range 7 East;

thence Westerly along the south line of said fractional Section 19, 3923 feet more or less, to the southwest corner of said fractional Section 19, Township 29 North, Range 7 East;

thence Northerly along the west line of said fractional Section 19, 5280 feet more or less, to the southwest corner of fractional Section 18, Township 29 North, Range 7 East;

thence Northerly along the west line of said fractional Section 18, 5280 feet more or less, to the southwest corner of fractional Section 7, Township 29 North, Range 7 East;

thence Northerly along the west line of said fractional Section 7, 5280 feet more or less, to the southwest corner of fractional Section 6, Township 29 North, Range 7 East;

thence Northerly along the west line of said fractional Section 6, 5770 feet more or less, to the southwest corner of fractional Section 31, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 31, 5280 feet more or less, to the southwest corner of fractional Section 30, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 30, 5280 feet more or less, to the southwest corner of fractional Section 19, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 19, 5280 feet more or less, to the

southwest corner of fractional Section 18, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 18, 5280 feet more or less, to the southwest corner of fractional Section 7, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 7, 5280 feet more or less, to the southwest corner of fractional Section 6, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 6, 5585 feet more or less, to the northwest corner of said fractional Section 6, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 6, 3485 feet more or less, to the northwest corner of fractional Section 5, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 5, 5280 feet more or less, to the northwest corner of fractional Section 4, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 4, 5280 feet more or less, to the northwest corner of fractional Section 3, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 3, 5280 feet more or less, to the northwest corner of fractional Section 2, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 2, 4900 feet more or less, to its intersection with center of the Wisconsin River;

thence southerly along said center of the Wisconsin River as it runs through Sections 2, 1, 12, 11, 14, 13, 24, 23, 26, and 35, all in Township 30 North, Range 7 East, to its intersection with the East and West quarter section line of Section 35; Township 30 North, Range 7 East;

thence East along the East and West quarter section line of Section 35; Township 30 North, Range 7 East to a point where said quarter section line intersects with the meander line of the left bank of the Wisconsin River, this point being marked by a 4" oak post and a 2" iron pipe;

thence continuing East along the East and West quarter section line of Section 35; Township 30 North, Range 7 East, a distance of 745 to the Northeast corner of Government Lot 6, Section 35, Township 30 North, Range 7 East, this point being marked by a 4" oak post and a 2" iron pipe;

thence South along the East boundary line of Government Lot 6 and the East boundary line of the SW 1/4 of the SW 1/4 of Section 35, Township 30 North, Range 7 East, and along the East boundary line of the NW 1/4 of the NW fractional 1/4 and the East boundary line of Government Lot 4 of Section 2, Township 29 North, Range 7 East, a distance of 4845.2 feet to a point where the East boundary line of Government Lot 4 of Section 2 intersects with the North boundary line of the C.M. & St. P.R.R. right of way, this point being marked by a 5" oak post and 2" iron pipe;

thence in a Southeasterly direction along aforesaid North boundary line, a distance of 1430.8 feet to a point where said boundary line intersects the North and South Quarter Section line of Section 2, Township 29 North, Range 7 East;

thence South along said quarter section line, a distance of 1,520 feet to a point where said North and South Quarter Section line of Section line intersects with the U.S. Government Survey meander line and a 2" iron pipe;

thence continuing South along said quarter section line to the center of the Wisconsin River;

thence northeasterly and Southeasterly along said center of the Wisconsin River as it runs through Sections 2, 11, and 12, all in Township 29 North, Range 7 East, to the intersection of the centerline of the main channel of the Wisconsin River with the westerly extension of the north line of Government Lot 1, Sections 12, Township 29 North, Range 7 East;

thence continuing southerly along said center of the Wisconsin River to a point 97 feet southerly of said westerly extension of the north line of Government Lot 1, Sections 12, Township 29 North, Range 7 East;

thence Easterly along a line 97 feet southerly of the north line of said Government Lot 1 and its westerly extension to the southwesterly right of way line of the Chicago, Milwaukee and St. Paul Railroad;

thence Southeasterly along said southwesterly right of way line of the Chicago, Milwaukee and St. Paul Railroad to its intersection with the southwesterly extension of the southerly line of Lot 4, Restlawn Subdivision;

thence Northeasterly along said southwesterly extension of the southerly line of Lot 4, Restlawn Subdivision, and along the southerly line of Lot 4, Restlawn Subdivision, and along the northeasterly extension of the southerly line of Lot 4, Restlawn Subdivision, 442.9 feet more or less, to the centerline of County Road "W";

thence Northwesterly along said centerline of County Road "W" to the north line of Government Lot 1, Section 12, Township 29 North, Range 7 East;

thence Easterly along said north line of Government Lot 1 and along the north line of the SW 1/4 of the SE 1/4 of Section 12, Township 29 North, Range 7 East to the west right of way line of North Troy Street;

thence Southerly along said west right of way line of North Troy Street, 30 feet;

thence Easterly, 30 feet to the southwesterly corner of the North 30 feet of the W1/2 of the SE1/4 of the SE1/4 of Section 12, Township 29 North, Range 7 East;

thence continuing Easterly along the south line of said North 30 feet of the W1/2 of the SE1/4 of the SE1/4 of Section 12, 660 feet more or less, to the west line of the E1/2 of the SE1/4 of the SE1/4 of Section 12, Township 29 North, Range 7 East;

thence Southerly along said west line of the E1/2 of the SE1/4 of the SE1/4 of Section 12, to a point 380 feet north of the southwest corner thereof;

thence Easterly along a line 380 feet north of and parallel with the south line of said E1/2 of the SE1/4 of the SE1/4 of Section 12, to the easterly right of way line of Morgan Lane;

thence Northerly along said easterly right of way line of Morgan Lane to the south line of Lot 2, Certified Survey Map No. 14365 recorded in the office of Register of Deeds for Marathon County in Volume 64 of Certified Survey Maps on Page 2;

thence Westerly along said south line of Lot 2, Certified Survey Map No. 14365 to the southwest corner thereof;

thence Northeasterly along the westerly line of said Lot 2, Certified Survey Map No. 14365, 278.42 feet to the northwest corner thereof;

thence Easterly along the north line of said Lot 2, Certified Survey Map No. 14365, 298.91 feet to

the northeast corner thereof, also being the northeast corner of the SE1/4 of the SE1/4 of Section 12, Township 29 North, Range 7 East;

thence Southerly along the east line of the SE 1/4 of the SE 1/4 of Section 12, Township 29 North, Range 7 East, 1114.88 feet to a point 200.00 feet North of the South line of said Section 12;

thence West parallel with the South line of Section 12, T29N, R7E, 561.64 feet to the northwest corner of Lot 1, Certified Survey Map recorded in the office of Register of Deeds for Marathon County in Volume 30 of Certified Survey Maps on Page 24;

thence Southerly along the west line of said Lot 1 and its southerly extension, 200 feet more or less, to a point on the line between Sections 12 and 13, said T29N, R7E;

thence West, along the line between said Sections 12 and 13, to the Westerly railroad right-of-way line of the Chicago, Milwaukee and St. Paul Railroad;

thence N20°47'35"W, along said Westerly Railroad right-of-way, 35.36 feet to the Southerly line of Certified Survey Map No. 7813 recorded in the office of Register of Deeds for Marathon County in Volume 30 of Certified Survey Maps on page 76;

thence N89°42'47"W, along said Southerly line and along the Southerly line of Certified Survey Map No. 5114 recorded in the office of Register of Deeds for Marathon County in Volume 18 of Certified Survey Maps on page 282, approximately 450 feet to an angle point in said Southerly line;

thence N66°51'36"W, along said Southerly line, 187.58 feet to the East line of Lot 1 of Certified Survey Map No. 4237 recorded in the office of Register of Deeds for Marathon County in Volume 16 of Certified Survey Maps on page 5;

thence continuing N66°51'36"W, along the Southerly line of Lot 1 of said Certified Survey Map No. 4237, 70.70 feet to an angle point in said Southerly line;

thence N84°47'26"W, along said southerly line, 52.96 feet;

thence N65°35'07"W, 79.00 feet;

thence S73°05'48"W, 69.00 feet to said Southerly line of Lot 1 of Certified Survey Map No. 4237;

thence S39°47'28"E, along the Easterly line of Parcel A of Certified Survey Map No. 5659 recorded in the office of Register of Deeds for Marathon County in Volume 20 of Certified Survey Maps on page 252, 70.72 feet to the West line of Parcel B of said Certified Survey Map No. 5659;

thence S00°17'13"W, along said West line, 95.64 feet to said line between Sections 12 and 13;

thence West, along said line between Sections 12 and 13, to the centerline of the main channel of the Wisconsin River;

thence Southerly, along the centerline of the main channel of the Wisconsin River to the North line of the South 110 feet of Government Lot 10 of said Section 13;

thence West, along said North line, to the Westerly bank of the Wisconsin River and its backwaters;

thence Westerly, along said bank, to the end of a point of land;

thence Southwesterly, to intersection of the Southerly bank of the backwaters of the Wisconsin River and the West line of Outlot 1 of Certified Survey Map No. 10597 recorded in the office of Register of Deeds for Marathon County in Volume 44 of Certified Survey Maps on page 39;

thence South along said West line to the North line of said Section 24, being the South line of Section 13;

thence West on a line between Sections 13 and 24, Township 29 North, Range 7 east, to a point 275.00 feet East of the Southwest corner of Section 13;

thence North parallel with the West line of Section 13, 150.00 feet; thence West parallel with the South line of Section 13, 275.00 feet;

thence South, along the West line of Section 13, 150.00 feet to the corner common to Sections 13, 14, 23, and 24, said corner being the point of beginning.

Prepared by Vierbicher using Village of Brokaw and City of Wausau recorded boundary information.

Exhibit C: Initial Attachment Area

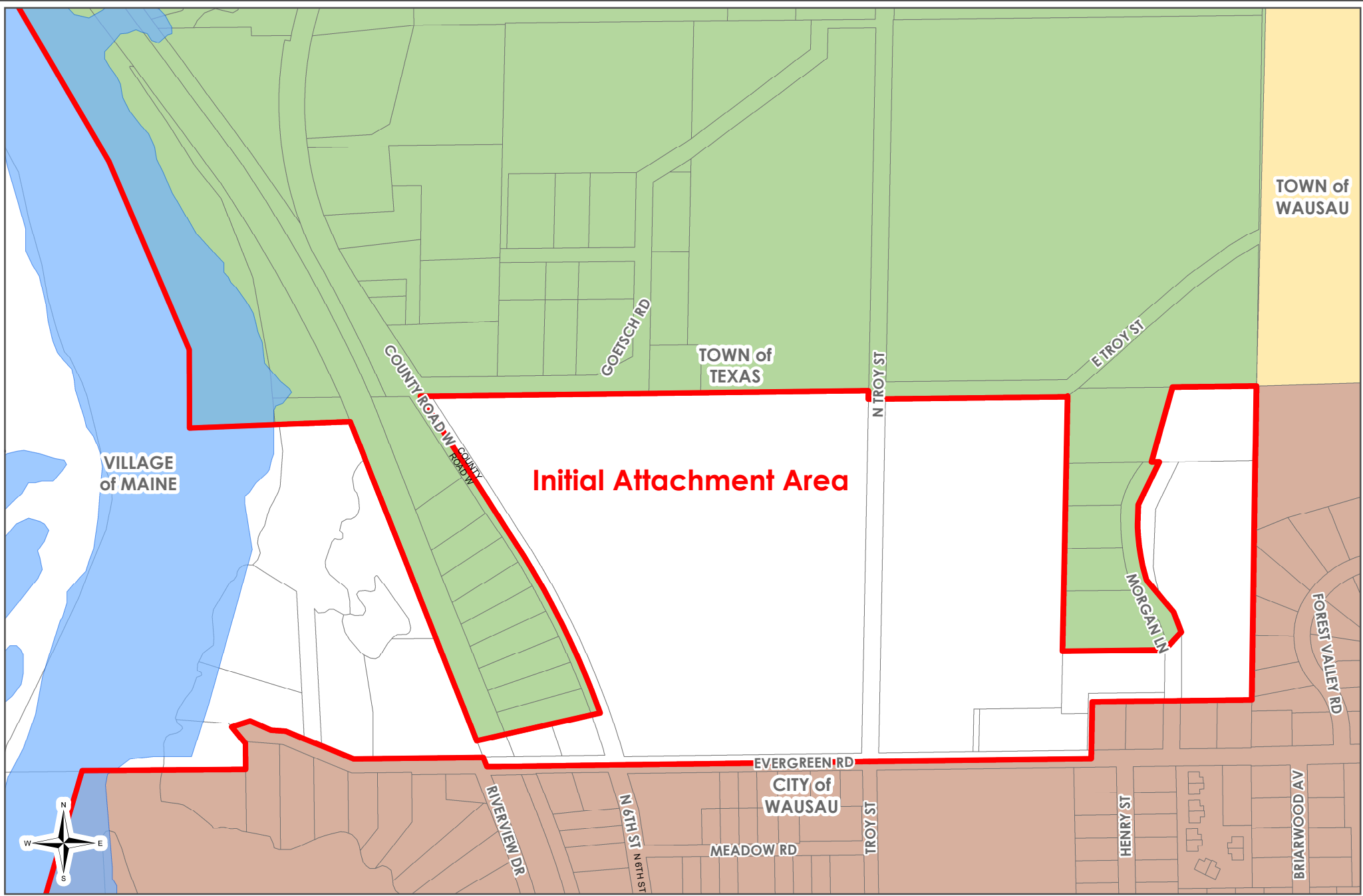
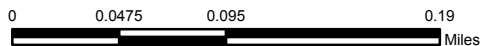


Exhibit C: Initial Attachment Area



Proposed Village Boundary

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

Exhibit C - Initial Attachment Area: Page 2

Initial Attachment Area - Parcels (Texas)

Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Muni	State	Zip
391229070GL0011200	520 EVERGREEN LLC		4030 CRESTWOOD DR	WAUSAU	WI	54403
391229070GL0010600	520 EVERGREEN LLC		4030 CRESTWOOD DR	WAUSAU	WI	54403
391229070160110000	BRAD A BLIESE	ANISSA L BLIESE	T4612 MORGAN LN	WAUSAU	WI	54403
391229070160070000	CAROL J SLIWICKI		1302 EVERGREEN RD	WAUSAU	WI	54403
391229070160010000	DAVID KUTIL	DONNA KUTIL	T1158 EVERGREEN RD	WAUSAU	WI	54403
391229070160130000	GTE NORTH INC		PO BOX 407	WESTFIELD	IN	46074
390500000000030000	JAS ENTERPRISES LLC		T5450 N TROY ST	WAUSAU	WI	54403
391229070GL0010800	JEFFERY PLAUTZ	BRENDA S PLAUTZ	T500 EVERGREEN RD	WAUSAU	WI	54403
391229070GL0011300	JEFFREY J PLAUTZ	BRENDA S PLAUTZ	T500 EVERGREEN RD	WAUSAU	WI	54403
391229070GL0011400	JEFFREY J PLAUTZ	BRENDA S PLAUTZ	T500 EVERGREEN RD	WAUSAU	WI	54403
391229070160160000	JOHN MORGAN		(TITLED TO LAST OWNER OF RECORD)			
391229070GL0011500	KAY C DINS		2402 EMERSON ST	WAUSAU	WI	54403
391229070160150000	RANDALL S WEINKAUF		T17000 COUNTY ROAD W	MERRILL	WI	54452
391229070150000000	RESLAWN MEMORIAL PARK		383 WILLIAMSTONE	DELAFIELD	WI	53018
391229070160120000	RESLAWN MEMORIAL PARK		383 WILLIAMSTONE	DELAFIELD	WI	53018
390500000000010000	STANLEY J BUDLESKI	CONNIE L BUDLESKI	2215 SCHOFIELD AVE	SCHOFIELD	WI	54476
391229070160170000	TOWN OF TEXAS	LORRAINE BEYERSDORFF	T11111 N 73RD ST	WAUSAU	WI	54403
391229070GL0010900	WOODCRAFT RENEW KITCHEN		T510 EVERGREEN RD	WAUSAU	WI	54403

Exhibit D: Intermediate and Final Attachment Areas

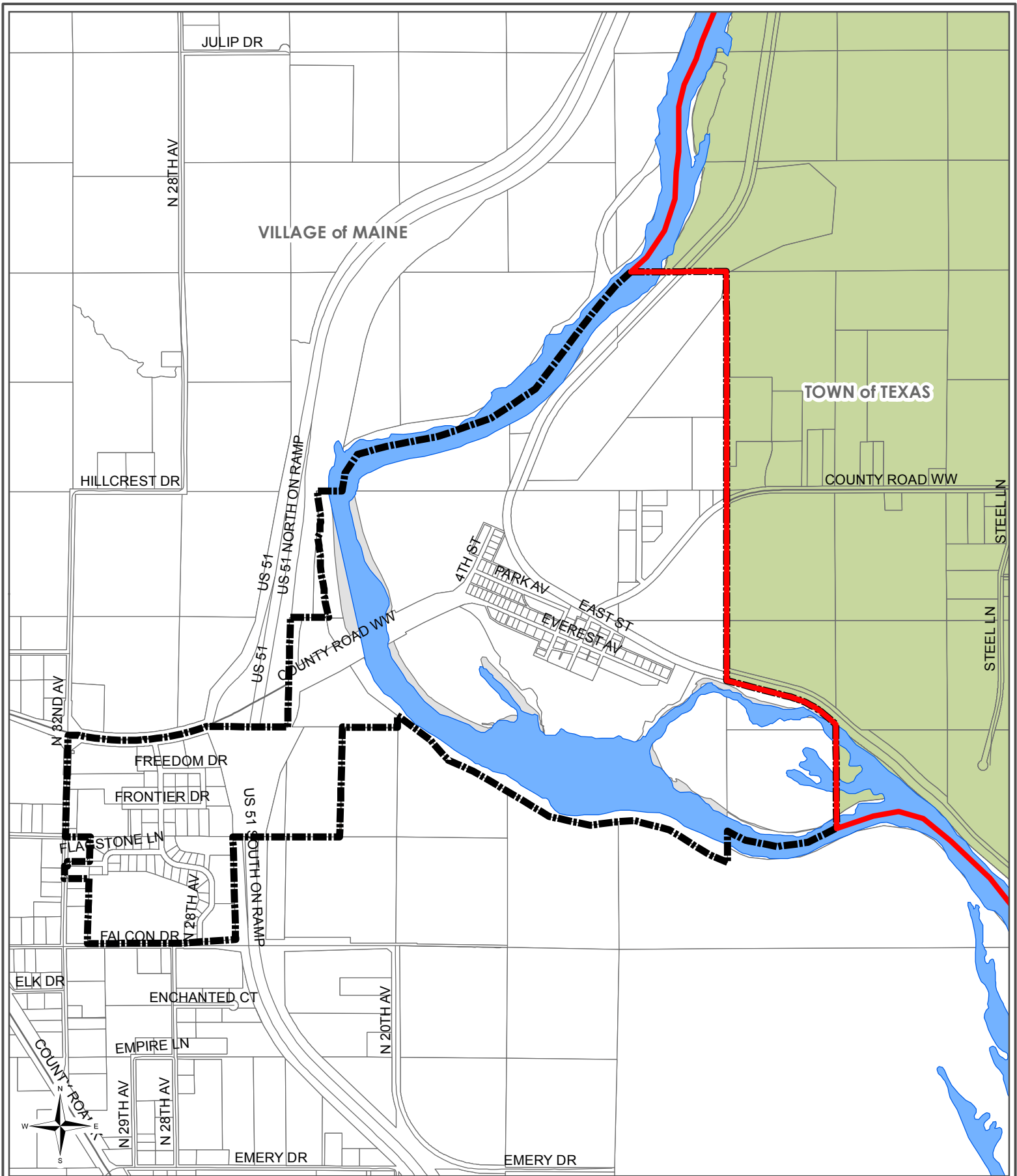


Exhibit D: Intermediate and Final Attachment Area

Proposed Village Boundary

Intermediate and Final Attachment Area

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 826-0530 Fax: (608) 826-0530

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
453530070GL0060200	EXPERA BROKAW LLC		PO BOX 600		KAUKAUNA	WI	54130
453530070GL0060300	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
453430070GL0020300	EXPERA BROKAW LLC		PO BOX 600		KAUKAUNA	WI	54130
453530070000000000	WISCONSIN CENTRAL LTD	ATTN REAL ESTATE DEPT	17641 S ASHLAND AVE		HOMewood	IL	60430
453430070GL0020500	EXPERA BROKAW LLC		PO BOX 600		KAUKAUNA	WI	54130
453430070000000000	WISCONSIN CENTRAL LTD	ATTN REAL ESTATE DEPT	17641 S ASHLAND AVE		HOMewood	IL	60430
453530070110010000	RITA M MARTHALER		PO BOX 105		BROKAW	WI	54417
453430070GL0020700	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
453430070GL0030100	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
453430070GL0020600	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450229070060030000	RITA M MARTHALER		PO BOX 105		BROKAW	WI	54417
450229070060090000	TERRY L KELB		PO BOX 146		BROKAW	WI	54417
450229070060010000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450229070060070000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450229070060050000	RANDALL M THORN		606 LINCOLN AVE		WAUSAU	WI	54403
450329070010000000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450329070000000000	WISCONSIN CENTRAL LTD	ATTN REAL ESTATE DEPT	17641 S ASHLAND AVE		HOMewood	IL	60430
450329070GL0050000	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450329070GL0060000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450229070060000000	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450229070060060000	HENRY WOJCIECHOWSKI		4804 RIDGE POINT CIR		WESTON	WI	54476
450229070060100000	SIGURD B JOHNSON	SIGNE L JOHNSON				WI	
450500000100010000	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450229070060080000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000010120000	LISA A JAEGER		438 4TH ST		BROKAW	WI	54417
450229070060040000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000010110000	LISA A JAEGER		438 4TH ST		BROKAW	WI	54417
450500000OL00B0000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010100000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010090000	CREATIVE HOME FINANCE II		111 SCOTT ST		WAUSAU	WI	54403
450500000010080000	STANLEY BLAREK		432 4TH ST	PO BOX 63	BROKAW	WI	54417
450500000010010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010020000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450500000010030000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450329070GL0010000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450500000010040000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010050000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010060000	JOAN J UTECHT		512 PARK AVE	PO BOX 50	BROKAW	WI	54417
450500000010070000	GREGORY GLOVINSKI	JENNIFER J GLOVINSKI	510 PARK AVE		BROKAW	WI	54417
450500000020010000	BRAD R WIRT		521 PARK AVE	PO BOX 10	BROKAW	WI	54417
450500000020020000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020030000	JEFFREY P WEISENBERGER		517 PARK AVE	PO BOX 34	BROKAW	WI	54417
450500000020040000	WAYNE H DETTMERING		515 PARK AVE	PO BOX 48	BROKAW	WI	54417
450229070060010000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000020050000	GERALD L JOSIGER SR	MARJORIE A JOSIGER	511 PARK AVE	PO BOX 81	BROKAW	WI	54417
450229070060020000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000020060000	PATRICK WIMMER	SHARON WIMMER	509 PARK AVE		BROKAW	WI	54417
450500000020260000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020250000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020070000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020240000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020080000	DAVID WIMMER		505 PARK AVE	PO BOX 71	BROKAW	WI	54417
450500000020230000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020090000	DAVID WIMMER		PO BOX 71		BROKAW	WI	54417
450500000020220000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020100000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020210000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
4505000000L00A0000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
4505000000L00A0000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450500000020200000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020190000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020180000	ANDREW M JIMENEZ	LINDSAY M JIMENEZ	414 EVEREST AVE		BROKAW	WI	54417
450500000020170000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450229070GL0040300	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450329070010000000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000020160000	ROGER JUEDES		410 EVEREST AVE	PO BOX 29	BROKAW	WI	54417

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
45050000030010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090010000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450329070GL0040400	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450500000020150000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020140000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090020000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
4505000000L00B0000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020130000	JOHN J STEELE		PO BOX 43		BROKAW	WI	54417
450500000090030000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000090040000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000020120000	PDG ENTERPRISES INC		M133 PENNY CT		MARSHFIELD	WI	54449
450500000030020000	TRACY L NIMZ		T895 GRANITE HEIGHTS RD		WAUSAU	WI	54403
450329070GL0070000	STATE OF WISCONSIN						00000
450329070GL0070300	3M COMPANY		3M CENTER BLDG 224-5N-06		ST PAUL	MN	55144
450500000030040100	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090050000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000020110000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090060000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450229070GL0040600	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450500000040010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450229070000000000	WISCONSIN CENTRAL LTD	ATTN REAL ESTATE DEPT	17641 S ASHLAND AVE		HOMEWOOD	IL	60430
450500000090070000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000030030000	BROKAW CREDIT UNION		PO BOX 199		WESTON	WI	54476
450500000030040000	BROKAW CREDIT UNION		PO BOX 199		WESTON	WI	54476
450500000040080000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000040020000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090080000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000090090000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000040070000	PDG ENTERPRISES INC		M133 PENNY CT		MARSHFIELD	WI	54449
450500000040030000	JANE HILDEBRANDT		204 2ND ST		BROKAW	WI	54417
450500000050010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450229070GL0040200	VILLAGE OF BROKAW		PO BOX 108		BROKAW	WI	54417
450500000040060000	HENRY M FRANK	RUTHELLE R FRANK	PO BOX 115		BROKAW	WI	54417

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
45050000080010000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
45050000050020000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
45050000040040000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
45050000090100000	WAYNE UTECHT		311 3RD ST	PO BOX 108	BROKAW	WI	54417
45050000080070000	RAY HILDEBRANDT		215 2ND ST	PO BOX 30	BROKAW	WI	54417
45050000040050000	HENRY M FRANK	RUTHELLE R FRANK	PO BOX 115		BROKAW	WI	54417
45050000080020000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
45050000050030000	JAMES SONNENTAG		114 EVEREST AVE	PO BOX 55	BROKAW	WI	54417
45050000070010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
45050000050040000	JAMES S SONNENTAG		114 EVEREST AVE	PO BOX 55	BROKAW	WI	54417
45050000090110000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
45050000080030000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
45050000070040000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
45050000050050000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
45050000070020000	VALLEY I T LLC		362 COUNTY ROAD F		ATHENS	WI	54411
45050000050070000	RICHARD GREMLER	PEGGY GREMLER	108 EVEREST AVE	PO BOX 84	BROKAW	WI	54417
45050000070030000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
45050000060000000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000L00C0000	BROKAW HOLDINGS LLC	(OFFICE SITE)	14520 PIONEER RD		NEWTON	WI	53063
450329070GL0070400	3M COMPANY		3M CENTER BLDG 224-5N-06		ST PAUL	MN	55144
45050000050080000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
45050000050090000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
45050000050100000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450329070GL0070000	STATE OF WISCONSIN						00000
45050000050110000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450229070080020000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450229070GL0040500	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450229070080020000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450329070090020000	JOSHUA J WANISH	APRIL M WANISH	3913 STACEY CIR		WAUSAU	WI	54403
450229070GL0030000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450250000000020000	ANYTIME SELF STORAGE LLC		1705 WOODLAND RIDGE RD		WAUSAU	WI	54403
450250000000010000	RAJKUMAR BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
450250000000190000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450250000000180000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102
450429070130040000	DOUG L WEINKAUF	DIXIE L WEINKAUF	3837 N 6TH ST		WAUSAU	WI	54403
450250000000170000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102
450329070100030000	WISCONSIN DEPARTMENT OF	TRANSPORTATION	1681 S 2ND AVE		WISC RAPIDS	WI	54499
450250000000030000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
450229070GL0050000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450329070GL0020000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450250000000200000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102
450250000000140000	JASON J POLLEY		PO BOX 531		WAUSAU	WI	54402
450250000000150000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
450250000000160000	ATA PROPERTIES LLC		203 UNITED WAY		FREDERIC	WI	54837
450251000000230000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102
450250000000040000	MW AQUISITIONS LLC		5555 N 26TH AVE		WAUSAU	WI	54401
450250000000130000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
450250000000120000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
450429070130100000	SPUTZDO LLC		505 N 24TH ST		WAUSAU	WI	54403
450429070130060000	K-Z PROPERTIES LLC		5500 N 28TH AVE		WAUSAU	WI	54401
450250000000220000	HEARTLAND COOPERATIVE	SERVICES	100 PARKSIDE DR		DORCHESTER	WI	54425
450251000000240000	HEARTLAND COOPERATIVE	SERVICES	100 PARKSIDE DR		DORCHESTER	WI	54425
450250000000050000	BEAVER BOODLERS LLC		2102 EAGLE VALLEY LN		WAUSAU	WI	54403
450250000000060000	BEAVER BOODLERS LLC		2102 EAGLE VALLEY LN		WAUSAU	WI	54403
450250000000070000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
450250000000080000	WILLIAM G YACH	SHARON L YACH	3503 BOB O LINK AVE		WAUSAU	WI	54401
450250000000090000	LOEWS PROPERTIES LLC		5305 SPRINGBROOK DR		WAUSAU	WI	54401
450429070130090000	M LUKAS CO	ATTN: JOHN LUKASHEWICH	1301 BADGER RD		KAUKAUNA	WI	54130
450429070130070000	DAVID K MOORE		633 S 3RD AVE		WAUSAU	WI	54401
450429070130140000	DOUG L WEINKAUF	DIXIE L WEINKAUF	3837 N 6TH ST		WAUSAU	WI	54403
450250000000100000	ALLAN D GABOR	KELLEY A GABOR	431 N 7TH AVE		WAUSAU	WI	54401
450250000000110000	DOUG L WEINKAUF	DIXIE L WEINKAUF	3837 N 6TH ST		WAUSAU	WI	54403
450429070130150000	VILLAGE OF BROKAW		PO BOX 108		BROKAW	WI	54417
450300000000140100	CAROL J KINDSCHY	CARROLL P KINDSCHY	5383 N 28TH AVE		WAUSAU	WI	54401
4503000000000L0100	VILLAGE OF BROKAW		PO BOX 108		BROKAW	WI	54417
450300000000130000	ROGER L BUCHBERGER		5362 N 28TH AVE		WAUSAU	WI	54401

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450305000000330000	BENJAMIN L LODAHL	MIA A LODAHL	2883 FLAGSTONE LN		WAUSAU	WI	54401
450305000000320000	GARY MROCZENSKI	ANN MROCZENSKI	2911 FLAGSTONE LN		WAUSAU	WI	54401
450305000000310000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450305000000300000	DANIEL J MANOWSKI	KAREN K MANOWSKI	2967 FLAGSTONE LN		WAUSAU	WI	54401
450305000000290000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450305000000280000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450305000000270000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450300000000160100	DANIEL G LA MARCHE	KATHRYN A LA MARCHE	5317 N 28TH AVE		WAUSAU	WI	54401
450300000000170100	CASEY NEUMAN	RACHEL NEUMAN	5287 N 28TH AVE		WAUSAU	WI	54401
450300000000180100	JAMES M WADZINSKI	SUSAN M WADZINSKI	5257 N 28TH AVE		WAUSAU	WI	54401
450300000000190000	TODD P WILL	MOLLY M WILL	5227 N 28TH AVE		WAUSAU	WI	54401
450300000000200000	JOSHUA M KOEHLER	EMILY K KOEHLER	5197 N 28TH AVE		WAUSAU	WI	54401
450305000000400000	JOHN A BORTH	ANGELA M BORTH	2880 FLAGSTONE LN		WAUSAU	WI	54401
450305000000390000	ADAM G DYKMAN	AMY L DYKMAN	2910 FLAGSTONE LN		WAUSAU	WI	54401
450300000000120000	JUSTIN J HAUPT		2850 FLAGSTONE LN		WAUSAU	WI	54401
450305000000380000	MATTHEW M DEFFNER		2940 FLAGSTONE LN		WAUSAU	WI	54401
450305000000370000	MARGARET A OVEL		2970 FLAGSTONE LN		WAUSAU	WI	54401
450305000000350000	WILLIAM L BURISH	DAWN R BURISH	2990 FLAGSTONE LN		WAUSAU	WI	54401
450300000000210100	WILLIAM C DIECK	DARLENE E DIECK	806 S 48TH AVE		WAUSAU	WI	54401
450300000000110000	ZACHARY J SWITLICK		5302 N 28TH AVE		WAUSAU	WI	54401
450305000000360000	JAMES PARSONS		5303 N 30TH AVE		WAUSAU	WI	54401
450429070160030000	DIANE M ZUELKE		5301 N 32ND AVE		WAUSAU	WI	54401
450300000000100000	ROBERT W BAUMANN	MARY JANE BAUMANN	5272 N 28TH AVE		WAUSAU	WI	54401
450305000000340000	YER THAO XIONG		5300 N 30TH AVE		WAUSAU	WI	54401
450300000000090000	GREGORY S WEGNER	BEVERLY A WEGNER	5242 N 28TH AVE		WAUSAU	WI	54401
450300000000080000	JOHN L RAKOW	SUSAN M RAKOW	5212 N 28TH AVE		WAUSAU	WI	54401
450300000000070000	RANDALL S KARLEN	KIM M KARLEN	5192 N 28TH AVE		WAUSAU	WI	54401
450429070160020000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450300000000060000	KURT M SCHULTZ	CARRIE A SCHULTZ	5152 N 28TH AVE		WAUSAU	WI	54401
450300000000050000	GWEN M KIEFFER		5122 N 28TH AVE		WAUSAU	WI	54401
450300000000040000	DANIEL T SULLIVAN	POLLY A SULLIVAN	5092 N 28TH AVE	P O BOX 152	BROKAW	WI	54417
450300000000240100	WILLIAM C DIECK	DARLENE E DIECK	806 S 48TH AVE		WAUSAU	WI	54401
450300000000030000	KELLY J THOMSEN		5062 N 28TH AVE		WAUSAU	WI	54401

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450300000000020000	DAVID A HEIDMANN	LU ANNE E HEIDMANN	5032 N 28TH AVE		WAUSAU	WI	54401
450300000000010000	BEVELY A STURM		5002 N 28TH AVE		WAUSAU	WI	54401

Exhibit E: Initial Authorizing Resolutions

RESOLUTION 2015 - 02
RESOLUTION TO COMMENCE NEGOTIATIONS FOR A
COOPERATIVE PLAN PURSUANT TO WIS. STATS. §66.0307
BETWEEN THE VILLAGE OF BROKAW,
TOWN OF MAINE, AND TOWN OF TEXAS

STATE OF WISCONSIN}
TOWN OF MAINE }
MARATHON COUNTY }

WHEREAS, the governing boards of the Village of Brokaw, Town of Texas and Town of Maine, all located in Marathon County (hereinafter the "Municipalities"), have indicated a desire to negotiate a Cooperative Plan between them; and

WHEREAS, the Municipalities recognize the benefits of cooperative planning under Wis. Stats. §66.0307; and

WHEREAS, Wis. Stats. §66.0307 provides for a procedure for the negotiation and approval of a cooperative plan between adjoining municipal entities; and

WHEREAS, the Town Board of the Town of Maine, Marathon County, Wisconsin, desires to commence negotiation of a Cooperative Plan with the Village of Brokaw and the Town of Texas; and

WHEREAS, the Town Board of the Town of Maine is fully committed to the development of a Cooperative Plan even as it undertakes consideration of incorporation of a Town into a Village.

The Town Board of the Town of Maine, Marathon County, Wisconsin, by this Resolution, adopted on proper notice with a quorum and by roll call vote of a majority of the Town Board present and voting, resolves as follows:

WHEREFORE, BE IT RESOLVED, the following Resolution was passed on the 23rd day of September, 2015:

1. The Town Board of the Town of Maine, by this Resolution, formally indicates its desire and intent to commence the procedure specified in Wis. Stats. §66.0307 for completion of a Cooperative Plan with the Village of Brokaw and the Town of Texas.

2. The Town of Maine shall bear all of its costs in the negotiation and completion of the Cooperative Plan, and intends that the Village of Brokaw and the Town of Texas be responsible for each of their respective costs in doing so.

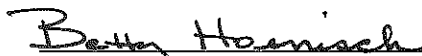
3. The members of the Town Board shall be the parties responsible for negotiating the terms of the Cooperative Plan on behalf of the Town of Maine with the Village of Brokaw and the Town of Texas.

4. The authority given to the Town Board to negotiate and complete a Cooperative Plan with the Village of Brokaw and the Town of Texas shall extend for a period of at least 120 days from the date of passage of this Resolution.

5. The anticipated date for completion and approval of the Cooperative Plan shall be 180 days from the date of passage of this Resolution.

The Town Clerk shall properly post or publish this Resolution as required under §60.80, Wis. Stats and provide notice of this Resolution in writing within five(5) days after adoption to the parties specified pursuant to 66.0307(4)(a).

Adopted this 23rd day of September, 2015, but signed this 23rd day of September, 2015.


Betty Hoenisch, Town Chairperson


Tad Schult, Town Board Supervisor


Keith Rusch, Town Board Supervisor

CERTIFICATION

The undersigned Clerk of the Town of Maine hereby certifies that the foregoing Resolution was passed by the Town Board at its meeting on the 23rd day of September, 2015, but signed this 23RD day of September, 2015.

 (SEAL)
Tina M. Meverden, Clerk

THIS INSTRUMENT DRAFTED BY:
Randy L. Frokjer #1010644
Ament, Wulf, Frokjer & Hersil, S.C.
200 N. Center Ave., Merrill, WI 54452
Ph. #715-536-4511

RESOLUTION NO. 1-2015
TOWN OF TEXAS, MARATHON COUNTY, WISCONSIN
A RESOLUTION TO COMMENCE NEGOTIATIONS FOR A
COOPERATIVE PLAN PURSUANT TO WIS. STATS. §66.0307
BETWEEN THE VILLAGE OF BROKAW,
TOWN OF TEXAS AND TOWN OF MAINE,
MARATHON COUNTY, WISCONSIN

WHEREAS, the municipal board of the Village of Brokaw, Town of Texas and Town of Maine have indicated a desire to negotiate a Cooperative Plan between them; and

WHEREAS, the municipalities recognize the benefits of cooperative planning under Wis. Stats. §66.0307; and

WHEREAS, Wis. Stats. §66.0307 provides for a procedure for the negotiation and approval of a cooperative plan between adjoining municipal entities; and

WHEREAS, the Town Board of the Town Texas, Marathon County, Wisconsin, desires to commence negotiation of a Cooperative Plan with the Village of Brokaw and the Town of Maine.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Town Board of the Town of Texas by this Resolution formally indicates its desire and intent to commence the procedure specified in Wis. Stats. §66.0307 for completion of a Cooperative Plan with the Village of Brokaw and the Town of Maine.
2. The Town of Texas shall bear all of its costs in the negotiation and completion of the Cooperative Plan and intends that the Village of Brokaw and the Town of Maine will be responsible for each of their respective costs in doing so.
3. The members of the Town Board shall be the parties responsible for negotiating the terms of the Cooperative Plan on behalf of the Town of Texas with the Village of Brokaw and the Town of Maine.
4. The authority given to the Town Board to negotiate and complete a Cooperative Plan with the Village of Brokaw and the Town of Maine shall extend for a period of at least 120 days from the date of passage of this Resolution.
5. The anticipated date for completion and approval of the Cooperative Plan shall be 180 days from the date of passage of this Resolution.

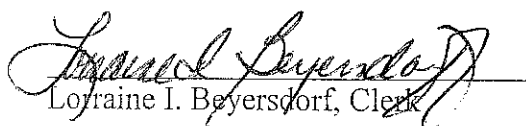
The foregoing Resolution was duly adopted by the Town Board of the Town of Texas by a vote of 3 in favor and 0 against, on this 5th day of October, 2015.

TOWN BOARD, TOWN OF TEXAS

By: 

Matthew P. Bootz, Chairman

ATTEST:


Lorraine I. Beyersdorf, Clerk

**VILLAGE OF BROKAW
RESOLUTION NO. 009-2015**

**A RESOLUTION TO COMMENCE NEGOTIATIONS FOR A
COOPERATIVE PLAN PURSUANT TO WIS. STATS. §66.0307
BETWEEN THE VILLAGE OF BROKAW,
TOWN OF TEXAS AND TOWN OF MAINE
MARATHON COUNTY, WISCONSIN**

WHEREAS, the governing boards of the Village of Brokaw, Town of Texas and Town of Maine, all located in Marathon County, (hereinafter the “Municipalities”) have indicated a desire to negotiate a Cooperative Plan between them; and

WHEREAS, the Municipalities recognize the benefits of cooperative planning under Wis. Stats. §66.0307 which provides for a procedure for the negotiation and approval of a cooperative plan between adjoining municipal entities; and

WHEREAS, the Village Board of the Village of Brokaw, Marathon County, Wisconsin, desires to commence negotiation of a Cooperative Plan with the Town of Texas and the Town of Maine, and

WHEREAS, the Town Board of the Town of Maine has identified that it is fully committed to the development of a Cooperative Plan even as it undertakes consideration of incorporation of the Town into a Village;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Village Board of the Village of Brokaw by this Resolution formally indicates its desire and intent to commence the procedure specified in Wis. Stats. §66.0307 for completion of a Cooperative Plan with the Town of Texas and the Town of Maine.
2. The Village of Brokaw shall bear all of its costs in the negotiation and completion of the Cooperative Plan and intends that the Town of Texas and the Town of Maine will be responsible for each of their respective costs in doing so.
3. The Village Board or its designee shall be the party responsible for negotiating the terms of the Cooperative Plan on behalf of the Village of Brokaw with the Town of Texas and the Town of Maine.
4. The authority given to the Village Board to negotiate and complete a Cooperative Plan with the Town of Texas and the Town of Maine shall extend for a period of at least 120 days from the date of passage of this Resolution.

5. The anticipated date for completion and approval of the Cooperative Plan shall be 180 days from the date of passage of this Resolution.

The foregoing Resolution was duly adopted by the Village Board of the Village of Brokaw by a vote of All in favor and None against, on this 23rd day of September, 2015.

VILLAGE OF BROKAW

By: 

Jeff Weisenberger
Village of Brokaw
President

ATTEST:

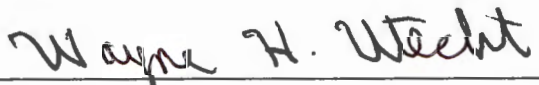

Wayne Utecht
Village of Brokaw
Clerk

Exhibit F: Affidavits Transmitting Authorizing Resolutions

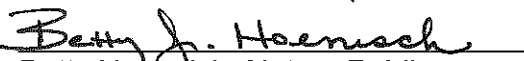
AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
) ss
COUNTY OF MARATHON)

I, Tina M. Meverden, then Town Clerk of the Town of Maine, Marathon County, Wisconsin, being duly sworn under oath, hereby states that on October 7, 2015, I caused to be properly deposited and mailed with the U.S. Postal Service in Wausau, Marathon County, Wisconsin, a true and correct copy of a *Resolution to Commence Negotiations for a Cooperative Plan, pursuant to Wis. Stats. § 66.0307 between the Village of Brokaw, Town of Maine, and Town of Texas*, in compliance with § 66.0307(4)(a), to be delivered to all of the parties on the attached Exhibit "A".


Tina M. Meverden

SUBSCRIBED AND SWORN to before
me this 20th day of January, 2016.


Betty Hoeneich, Notary Public
State of Wisconsin
My Commission expires: June 23, 2017

Wisconsin Department of
Administration, Division of
Intergovernmental Relations
Attn: Ed Eberle, Administrator
101 East Wilson Street
Madison, WI 53703

Wisconsin Department of
Transportation
4802 Sheboygan Avenue
P.O. Box 7999
Madison, WI 53707-7999

Nan Kottke, Clerk
Brad Karger, Administrator
Marathon County Courthouse
500 Forest Street
Wausau, WI 54403

Northcentral Technical College
Lori A. Weyers, Ph.D., President
1000 West Campus Drive
Wausau, WI 54401

Town of Stettin
Marlo Turner, Clerk
12004 Stettin Drive
Marathon, WI 54448

Village of Brokaw
Wayne H. Utecht, Clerk
311 North Third Street
P.O. Box 108
Brokaw, WI 54417

Town of Corning
Rick Hass, Clerk
N1428 Strawberry Lane
Merrill, WI 54452

Wausau School District
Dr. Kathleen Williams,
Superintendent
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Wausau School District
Cassie Peck, Deputy Clerk
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Wisconsin Department of
Natural Resources
101 South Webster Street
P.O. Box 7921
Madison, WI 53707-7921

Wausau School District
Lance Trollop, Board President
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Rebecca J. Frisch, Director
Marathon County Department of
Conservation, Planning and Zoning
210 River Drive
Wausau, WI 54403

City of Wausau
Toni Rayala, Clerk
407 Grant Street
Wausau, WI 54403

Town of Texas
Lorraine I. Beyersdorf, Clerk
T1111 North 73rd Street
Wausau, WI 54403

Town of Rib Mountain
Michelle Peter, Clerk
3700 North Mountain Road
Wausau, WI 54401

Town of Scott
Deborah Raymer, Clerk
N1288 Orchard Ridge Road
Merrill, WI 54452

Lance Trollop, Board President
11427 Stettin Drive
Wausau, WI 54401

Wisconsin Department of
Agriculture, Trade and Consumer
Protection
2811 Agriculture Drive
P.O. Box 8911
Madison, WI 537088911

Wausau School District
Yvonne Henning, Board Clerk
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Town of Berlin
DuWayne H. Zamzow, Clerk
13868 Berlin Lane
Merrill, WI 54452

Town of Wausau
Cindy Worden, Clerk
5203 N. 69th St.
Wausau, WI 54403

Town of Maine
Tina Meverden, Clerk
6111 North 44th Avenue
Wausau, WI 54401

Town of Pine River
Amanda Herdt, Clerk
N1823 County Road X
Merrill, WI 54452

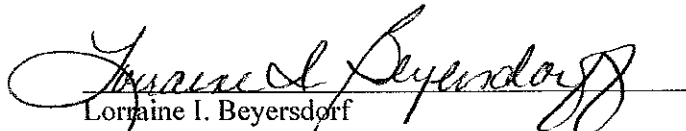
Rib Mountain Sanitary District
Michael Heyroth, Director
Edwin Abendroth, President
5703 Lilac Avenue
Wausau, WI 54401

Yvonne Henning, Board Clerk
905 East Tulip Lane
Wausau, WI 54401

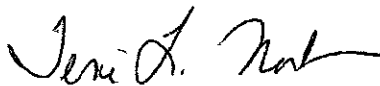
AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
) ss
COUNTY OF MARATHON)

Lorraine I. Beyersdorf, being duly sworn on oath, deposes and states that she is the Town Clerk of the Town of Texas, Marathon County, Wisconsin, and, as such, she caused a copy of the Resolution to Commence Negotiations for a Cooperative Plan pursuant to Wis. Stats. §66.0307 Between the Village of Brokaw, the Town of Texas and the Town of Maine, Marathon County, Wisconsin, to be sent within five (5) days after said Resolution was adopted to the attached list of people at their last known address in a plain, postage prepaid envelope and deposited in the United States Post Office, in Wausau, Wisconsin, at 10:11 a.m., on the 24 day of October, 2015, and that said Resolution is attached hereto and made a part of this Affidavit, as if fully set forth herein.


Lorraine I. Beyersdorf
Town Clerk, Town of Texas

Subscribed and sworn to before me
this 23 day of October, 2015.


Terri L. Nortman, Notary Public
State of Wisconsin
My commission expires: 12-11-16

Wisconsin Department of
Administration, Division of
Intergovernmental Relations
Attn: Ed Eberle, Administrator
101 East Wilson Street
Madison, WI 53703

Wisconsin Department of
Transportation
4802 Sheboygan Avenue
P.O. Box 7999
Madison, WI 53707-7999

Nan Kottke, Clerk
Brad Karger, Administrator
Marathon County Courthouse
500 Forest Street
Wausau, WI 54403

Northcentral Technical College
Lori A. Weyers, Ph.D., President
1000 West Campus Drive
Wausau, WI 54401

Town of Stettin
Marlo Turner, Clerk
12004 Stettin Drive
Marathon, WI 54448

Village of Brokaw
Wayne H. Utecht, Clerk
311 North Third Street
P.O. Box 108
Brokaw, WI 54417

Town of Corning
Rick Hass, Clerk
N1428 Strawberry Lane
Merrill, WI 54452

Wausau School District
Dr. Kathleen Williams,
Superintendent
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Wausau School District
Cassie Peck, Deputy Clerk
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Wisconsin Department of
Natural Resources
101 South Webster Street
P.O. Box 7921
Madison, WI 53707-7921

Wausau School District
Lance Trollop, Board President
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Rebecca J. Frisch, Director
Marathon County Department of
Conservation, Planning and Zoning
210 River Drive
Wausau, WI 54403

City of Wausau
Toni Rayala, Clerk
407 Grant Street
Wausau, WI 54403

Town of Texas
Lorraine I. Beyersdorf, Clerk
T1111 North 73rd Street
Wausau, WI 54403

Town of Rib Mountain
Michelle Peter, Clerk
3700 North Mountain Road
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Town of Scott
Deborah Raymer, Clerk
N1288 Orchard Ridge Road
Merrill, WI 54452

Lance Trollop, Board President
11427 Stettin Drive
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Wisconsin Department of
Agriculture, Trade and Consumer
Protection
2811 Agriculture Drive
P.O. Box 8911
Madison, WI 537088911

Wausau School District
Yvonne Henning, Board Clerk
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

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Cindy Worden, Clerk
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Wausau, WI 54403

Town of Maine
Tina Meverden, Clerk
6111 North 44th Avenue
Wausau, WI 54401

Town of Pine River
Amanda Herdt, Clerk
N1823 County Road X
Merrill, WI 54452

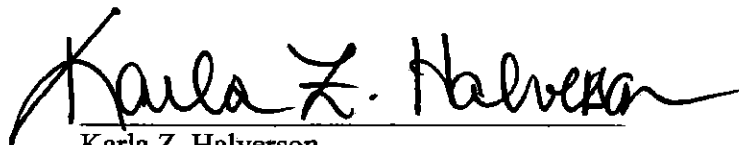
Rib Mountain Sanitary District
Michael Heyroth, Director
Edwin Abendroth, President
5703 Lilac Avenue
Wausau, WI 54401

Yvonne Henning, Board Clerk
905 East Tulip Lane
Wausau, WI 54401

AFFIDAVIT OF MAILING

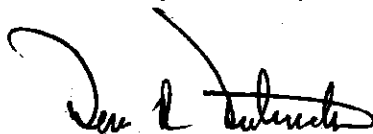
STATE OF WISCONSIN)
) ss
COUNTY OF MARATHON)

I, Karla Z. Halverson, Legal Assistant for Dean R. Dietrich, Ruder Ware L.L.S.C., who serves as village attorney for Village of Brokaw, Marathon County, Wisconsin, being duly sworn under oath, hereby states that on October 2, 2015, I caused to be properly deposited and mailed with the U.S. Postal Service in Wausau, Marathon County, Wisconsin, a true and correct copy of a *Resolution to Commence Negotiations for a Cooperative Plan* pursuant to Wis. Stats. §66.307 between the *Village of Brokaw, the Town of Texas and the Town of Maine, Marathon County, Wisconsin*, in compliance with §66.307(4)(a), to be delivered to all of the parties on the attached Exhibit "A".



Karla Z. Halverson
Legal Assistant, Ruder Ware L.L.S.C.
Attorneys for Village of Brokaw

SUBSCRIBED AND SWORN to before me
This 25th day of January 2016.



Dean R. Dietrich, Notary Public
State of Wisconsin
My commission is permanent

Wisconsin Department of
Administration, Division of
Intergovernmental Relations
Attn: Ed Eberle, Administrator
101 East Wilson Street
Madison, WI 53703

Wisconsin Department of
Transportation
4802 Sheboygan Avenue
P.O. Box 7999
Madison, WI 53707-7999

Nan Kottke, Clerk
Brad Karger, Administrator
Marathon County Courthouse
500 Forest Street
Wausau, WI 54403

Northcentral Technical College
Lori A. Weyers, Ph.D., President
1000 West Campus Drive
Wausau, WI 54401

Town of Stettin
Mario Turner, Clerk
12004 Stettin Drive
Marathon, WI 54448

Village of Brokaw
Wayne H. Utecht, Clerk
311 North Third Street
P.O. Box 108
Brokaw, WI 54417

Town of Corning
Rick Hass, Clerk
N1428 Strawberry Lane
Merrill, WI 54452

Wausau School District
Dr. Kathleen Williams,
Superintendent
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Wausau School District
Cassie Peck, Deputy Clerk
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Wisconsin Department of
Natural Resources
101 South Webster Street
P.O. Box 7921
Madison, WI 53707-7921

Wausau School District
Lance Trollop, Board President
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Rebecca J. Frisch, Director
Marathon County Department of
Conservation, Planning and Zoning
210 River Drive
Wausau, WI 54403

City of Wausau
Toni Rayala, Clerk
407 Grant Street
Wausau, WI 54403

Town of Texas
Lorraine I. Beyersdorf, Clerk
T1111 North 73rd Street
Wausau, WI 54403

Town of Rib Mountain
Michelle Peter, Clerk
3700 North Mountain Road
Wausau, WI 54401

Town of Scott
Deborah Raymer, Clerk
N1288 Orchard Ridge Road
Merrill, WI 54452

Lance Trollop, Board President
11427 Stettin Drive
Wausau, WI 54401

Wisconsin Department of
Agriculture, Trade and Consumer
Protection
2811 Agriculture Drive
P.O. Box 8911
Madison, WI 537088911

Wausau School District
Yvonne Henning, Board Clerk
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Town of Berlin
DuWayne H. Zamzow, Clerk
13868 Berlin Lane
Merrill, WI 54452

Town of Wausau
Cindy Worden, Clerk
5203 N. 69th St.
Wausau, WI 54403

Town of Maine
Tina Meverden, Clerk
6111 North 44th Avenue
Wausau, WI 54401

Town of Pine River
Amanda Herdt, Clerk
N1823 County Road X
Merrill, WI 54452

Rib Mountain Sanitary District
Michael Heyroth, Director
Edwin Abendroth, President
5703 Lilac Avenue
Wausau, WI 54401

Yvonne Henning, Board Clerk
905 East Tulip Lane
Wausau, WI 54401

Exhibit G: Affidavit Of Publication of Public Hearing Notice

AFFIDAVIT OF PUBLICATION

STATE OF WISCONSIN
COUNTY OF MARATHON
VILLAGE OF MAINE

I, Betty Hoenisch, Village President of the Village of Maine, Marathon County, Wisconsin, attest and swear that the following Notice was published pursuant to § 66.0307(4)4.(b), Wis. Stats.:

Notice of a joint public hearing involving the Village of Maine, Town of Texas, and Village of Brokaw regarding a Cooperative Plan pursuant to § 66.0307, Wis. Stats., the notice and date of such hearing being held at the Wausau West High School auditorium on February 10, 2016, at 7:00 p.m.

I further attest and swear that I did cause this Notice to be published as a Class 3 Notice pursuant to § 66.0307(4)4.(b), Wis. Stats., in the following newspaper on the stated dates:

Wausau Daily Herald on:

1. Wednesday, January 20, 2016
2. Wednesday, January 27, 2016
3. Wednesday, February 3, 2016

Finally, I attest and swear that I filed this Affidavit with the CBA to be submitted to the Wisconsin Dept. of Administration, pursuant to § 66.0307, Wis. Stats., and with the Village Clerk of the Village of Maine on April 21, 2016.

Dated this 21st day of April, 2016.


Betty Hoenisch, Village President

Personally came before me this 28th day of April, 2016, Betty Hoenisch, Village President for the Village of Maine, Marathon County, Wisconsin, to me known to be the person who executed and acknowledged the foregoing instrument.



Randy L. Frokjer, Notary Public
State of Wisconsin
My commission is permanent.

Exhibit H: Summary Of Public Comments

Summary of Comments Received Cooperative Boundary Agreement - Brokaw, Maine, & Texas

Comment Summary	# Mentions
Gratitude for addressing the issues	16
Opposed to initial attachment area	16
Approve Plan to help Brokaw ASAP	9
Would like to see a unanimous vote of Commission	8
CBA best way to preserve our way of life	7
Don't want area to be in Wausau	6
Want sewer/water from Wausau for future development	5
Investigate Maine Brokaw & Texas combining	5
17 years is too long to support Brokaw	5
Texas taxes should be spent on Texas projects	5
Need more information	5
Not notified of meetings	3
I don't know about the closed meetings issues - I attended meetings and received information	3
Do not want Texas to support Brokaw for more than a few years - not 17	3
Brokaw residents should pay for their own improvements	3
Maine has no ability to deliver water or sewer service to our property	3
Equalization of tax rates unfair to Towns because Brokaw has services	3
We all have to work together so we all succeed	2
As landowner and non-resident wasn't able to vote	2
Disgusted by actions of Wausau	2
Texas should stay out of the mess with Brokaw	2
Make sure kids in Riverview School have transportation	2
Want sewer/water from Maine	1
Dismantle Brokaw water system & install well & septic	1
Should be a summary of the full plan	1
Public hearing minutes should be on Maine website	1
Wausau should bail out Brokaw, not Maine & Texas	1
Change proposed meeting time	1
Encourage participation by County in solutions	1
Don't dissolve Brokaw - we can get out of this ourselves	1
Commission will be making decisions for Brokaw	1
Would like to see Texas take more of the burden	1
Maine residents did not have time to know what was taking place	1
CBA blocks initial attachment area from ever being served with sewer & water	1

Summary by Position Taken

Expressed Position	#	% of Total
Support	18	29%
Support w/ Changes	12	19%
Total Support	30	48%
Neutral	17	27%
Opposed	15	24%
Total	62	100%

Texas taxes will go up	1
Would not like to see Maine, Brokaw & Texas combine	1
Why wasn't Texas Plan Commission involved	1
Plan does not meet criteria for approval	1
Consolidation under cooperative plan contrary to law	1
Brokaw surrender of authority contrary to law	1
Plan does not provide for delivery of services to Brokaw, Maine or Texas	1
Permancy of boundary is contrary to law	1
Incorporation was invalid so Plan is invalid	1
Not sure that there is funding available	1

Summary of Comments Presented or Submitted
Maine, Texas, Brokaw Cooperative Boundary Agreement
February 10 - March 1, 2016

Written comments

Public Hearing

ID	Name	Residence	Representing	Position	Comment Themes1	Comment Themes2	Comment Themes3	Comment Themes4	Comment Themes5	Comment Themes6	Comment Themes7
1	Gretchen Brummel	Maine	Self	Neutral	Want sewer/water from Maine	None	None	None			
2	Jane Frankson	Maine	Self	Neutral	Should be a summary of the full plan	Public hearing minutes should be on Maine website	Dismantle Brokaw water system & install well & septic	None			
3	John Martin	Maine	Self	Support	Approve Plan to help Brokaw ASAP	We all have to work together so we all succeed	None	None			
4	James Tilton	Maine	Family	Support w/ Changes	Investigate Maine Brokaw & Texas combining	Don't want area to be in Wausau	Gratitude for addressing the issues	None			
5	Fred & Shirley Niemeyer	Wausau	16 acres land in Maine	Opposed	Not notified of meetings	As landowner and non-resident wasn't able to vote	Opposed to initial attachment area	Wausau should bail out Brokaw, not Maine & Texas			
6	Keith Rusch	Maine	Maine	Support w/ Changes	Change proposed meeting time	Would like to see a unanimous vote of Commission	Encourage participation by County in solutions	Investigate Maine Brokaw & Texas combining			
7	Thomas Mullaly	Maine	Self	Support	Gratitude for addressing the issues	Approve Plan to help Brokaw ASAP	None	None			
8	Sandra Rusch	Maine	Maine	Support	Gratitude for addressing the issues	Approve Plan to help Brokaw ASAP	Investigate Maine Brokaw & Texas combining	None			
9	Cindy Bailey	Maine	Self	Support	Gratitude for addressing the issues	Approve Plan to help Brokaw ASAP	CBA best way to preserve our way of life	None			
10	Greg Winters	Maine	Self	Support	Gratitude for addressing the issues	Approve Plan to help Brokaw ASAP	None	None			
11	Ruthelle Frank	Brokaw	Self	Neutral	Don't dissolve Brokaw - we can get out of this ourselves	Commission will be making decisions for Brokaw	None	None			
12	Elaine Radtke	Maine	Self	Support	Gratitude for addressing the issues	CBA best way to preserve our way of life	I don't know about the closed meetings issues - I attended meetings and received information	None			
13	Brian Shade	Maine	Maine	Support	Don't want area to be in Wausau	CBA best way to preserve our way of life	None	None			
14	Allan Bulke	Merrill	?	Support w/ Changes	Would like to see Texas take more of the burden		None	None			

15	Thomas & Diana Witter	Maine	Self	Neutral	Don't want area to be in Wausau	Want sewer/water from Wausau for future development	Maine residents did not have time to know what was taking place	None
16	Jim & Paula Koehler	Maine	Self	Opposed	Want sewer/water from Wausau for future development	Maine has no ability to deliver water or sewer service to our property	None	None
17	Lorraine Grebe	Wausau	16 acres land in M	Opposed	Not notified of meetings	As landowner and non-resident wasn't able to vote	Opposed to initial attachment area	None
18	Gordon Popko	Wausau	Property	Neutral	Opposed to initial attachment area	Want sewer/water from Wausau for future development		None
19	Lynn Taschler	Wausau		Opposed	Opposed to initial attachment area	CBA blocks initial attachment area from ever being served with sewer & water	None	None
20	Sue & Paul Shore	Maine	Self	Support	Gratitude for addressing the issues	CBA best way to preserve our way of life		None
21	Cory Guss	Maine	Self	Support	Disgusted by actions of Wausau	Don't want area to be in Wausau	None	None
22	Patrick & Sandra Schmitt	Maine	Self	Opposed	Want sewer/water from Wausau for future development			None
23	Glenn & Betty Hoenisch	Maine	Maine	Support	CBA best way to preserve our way of life	Approve Plan to help Brokaw ASAP	None	None
24	Merlin Goetsch	Stettin	Property	Support	Gratitude for addressing the issues	Disgusted by actions of Wausau	None	None
25	John Marquardt	Maine	Self	Support	Approve Plan to help Brokaw ASAP	CBA best way to preserve our way of life	None	None
26	John Zastrow	Maine	Self	Support	CBA best way to preserve our way of life	None	None	None
27	Len & Arlene Wurman	Texas	Self	Support w/ Changes	Do not want Texas to support Brokaw for more than a few years - not 17	Brokaw residents should pay for their own improvements		None
28	Alan Weisenbeck	Texas	AJW Income Trust	Neutral	Opposed to initial attachment area	None	None	None
29	Janet Sann	Texas	Self	Opposed	Would like to see a unanimous vote of Commission	17 years is too long to support Brokaw	Texas taxes should be spent on Texas projects	None

30	Jeff Platz/Renew A Kitchen	Texas	Self & business prc	Opposed	Opposed to initial attachment area	Brokaw residents should pay for their own improvements	Maine has no ability to deliver water or sewer service to our property	None			
31	Pete Stanke	Texas	Self	Support w/ Changes	Opposed to initial attachment area	Approve Plan to help Brokaw ASAP	None	None			
32	Melvin Sann	Texas	Texas	Opposed	Texas should stay out of the mess with Brokaw	Don't want area to be in Wausau	None	None			
33	Jon Radugchel	Texas	Texas	Opposed	Would like to see a unanimous vote of Commission	Texas taxes should be spent on Texas projects	None	None			
34	Audrey Sann	Texas	Texas	Opposed	Texas should stay out of the mess with Brokaw	None	None	None			
35	Phillip Walters	Texas	Self	Opposed	17 years is too long to support Brokaw	Texas taxes should be spent on Texas projects	Texas taxes will go up	Would like to see a unanimous vote of Commission			
36	Paul Anderson	Texas	Self	Support w/ Changes	Opposed to initial attachment area	Would not like to see Maine, Brokaw & Texas combine	Do not want Texas to support Brokaw for more than a few years - not 17	Would like to see a unanimous vote of Commission			
37	Kevin Sann	Texas	Self	Neutral	Why wasn't Texas Plan Commission involved	None	None	None			
38	Brenda Walters	Texas	Self	Neutral	Need more information	None	None	None			
39	Rick Walters/R&BW Properties	Texas	Business	Neutral	Need more information	None	None	None			
40	Lori Raduechel	Texas	Self	Opposed	Texas taxes should be spent on Texas projects	17 years is too long to support Brokaw	None	None			
41	Dan & Sue Gruetzmacher	Texas	Self	Opposed	Texas taxes should be spent on Texas projects	17 years is too long to support Brokaw	Would like to see a unanimous vote of Commission	None			
42	City of Wausau	Wausau	Wausau	Opposed	Plan does not meet criteria for approval	Consolidation under cooperative plan contrary to law	Brokaw surrender of authority contrary to law	Opposed to initial attachment area	Plan does not provide for delivery of services to Brokaw, Maine or Texas	Permancy of boundary is contrary to law	Incorporation was invalid so Plan is invalid
43	Rochelle Frank (also written co Brokaw		Self	Neutral	Not sure that there is funding available	None	None	None			
44	Delmar Winter	Texas	Self	Neutral	Make sure kids in Riverview School have transportation	None	None	None			

45	Paul Daigle	Texas	Self	Support w/ Changes	Gratitude for addressing the issues	Opposed to initial attachment area	Investigate Maine Brokaw & Texas combining	Maine has no ability to deliver water or sewer service to our property	
46	Anissa Bliese	Texas	Self	Support w/ Changes	Opposed to initial attachment area	Gratitude for addressing the issues		None	
47	Mike Duginske	Texas	Self	Neutral	Need more information	None	None	None	
48	Adam Dykman	Brokaw	Self	Support	Gratitude for addressing the issues	Would like to see a unanimous vote of Commission	None	None	
49	Judy Bayba	Maine	Self	Support w/ Changes	Gratitude for addressing the issues	Would like to see a unanimous vote of Commission	None	None	
50	Paul Anderson (also written co	Texas	Self	Support w/ Changes	17 years is too long to support Brokaw	Do not want Texas to support Brokaw for more than a few years - not 17	Brokaw residents should pay for their own improvements	Opposed to initial attachment area	I don't know about the closed meetings issues - I attended meetings and received information
51	Gordon Popko (also written co	Wausau	Property in Texas	Neutral	Opposed to initial attachment area	None	None	None	
52	Jim Lenz	Texas	Self	Neutral	Opposed to initial attachment area	None	None	None	
53	Doug Doede	Maine	Self	Neutral	Equalization of tax rates unfair to Towns because Brokaw has services	Need more information	None	None	
54	Sid Sorensen	Maine	Self	Opposed	Want sewer/water from Wausau for future development	None	None	None	
55	Mike Witzeling	Wausau	Property in Brokaw	Neutral	Need more information	Not notified of meetings	None	None	
56	Andy Walters	Texas	Self	Support	I don't know about the closed meetings issues - I attended meetings and received information	Equalization of tax rates unfair to Towns because Brokaw has services	Opposed to initial attachment area	None	
57	Richard Barker	Texas	Self	Neutral	Opposed to initial attachment area	Make sure kids in Riverview School have transportation	None	None	
58	Leon Waller	Maine	Self	Support	Gratitude for addressing the issues		None	None	
59	Rachel Martin	Maine	Self	Support w/ Changes	Gratitude for addressing the issues	We all have to work together so we all succeed	Equalization of tax rates unfair to Towns because Brokaw has services	None	

60	Jim Tilton (also written comme	Maine	Self	Support w/ Changes	Gratitude for addressing the issues	Investigate Maine Brokaw & Texas combining	None
61	John Martin	Maine	Self	Support	Approve Plan to help Brokaw ASAP	Gratitude for addressing the issues	None
62	Brian Shade (also written comr	Maine	Self	Support	Don't want area to be in Wausau	None	None

Summary of Document Changes

Indicates changes made to the Agreement in response to public comments received.

Page	Paragraph	Type	Change	Reason
Cooperative Boundary Agreement				
1	heading	delete	Draft - Not Approved	Final version
2	1	add	establishing permanent boundaries between adjoining municipalities and	clarify permanance of boundary
2	4	insert	Whereas clause regarding preserving Brokaw history & culture	response to public comment
2		insert	WHEREAS , the Municipalities have reviewed and examined their comprehensive plans in preparing this Plan, and have determined that this Plan is consistent with each Municipalities adopted comprehensive plans and as further detailed in Exhibit N; and	reference examination of comprehensive plan
2	6	insert	February 10, 2016	actual date of the public hearing
3		insert	new Section II - Issues, Problems & Opportunities, re-number following sections.	clarify why this is an appropriate means of addressing issues.
5	3.2	add	Except as provided in this Plan, there shall be no detachments from the Village of Maine to the Town of Texas nor annexations to the Village of Maine from the Town of Texas.	clarify the intent of permant boundaries relative to the territory
5	4.4	add	Except as provided in this Plan, there shall be no detachments from the Village of Maine to the Town of Texas nor annexations to the Village of Maine from the Town of Texas.	clarify the intent of permant future boundaries
6	4.7	delete/add	deleted "over approximately a 17 year period, added "as quickly as practical."	Changed how time frame of agreement is described in response to comments from public hearing.
6	5.1	replace	replace seventeen years with five years automatically renewing until terminated or 17 years have passed.	Changed how time frame of agreement is described in response to comments from public hearing.
7	7.2	change	elected to elective each	typo error
7	7.4	delete	members	typo error
9	7.9	change	Committee to Commission	typo error
9	8	change	Section title from Tax Rate Equalization to Tax Rate Parity	clarification
9	8.1 - 8.4	delete/add	delete 8.1 - 8.2, insert new language providing greater detail about how tax rate parity will be achieved.	change requested by hearing testimony from Town of Texas.
10	9.1	change	2017 to 2016	typo error
11	10.1	rearrange	deleted ,and etc. from end of sentence and added and in front of the last clause, added sewer and water services.	typo error

11	10.2	delete	will continue to provide	
11	10.2	add	shall assure that [water service] continues to be provided to... Insert sentence about maintaining agreement with Wausau.	clarification
11	10.3	delete	the	typo error
11	10.3	insert	as the final attachment occurs as set forth in ¶10.4.	clarify that it is the final attachment and not necessarily the formation of a utility that will end Brokaw's responsibility.
11	10.4	delete	shall	
11	10.4	add	may	requiring an agreement was not intended
12	10.6	insert	snow plowing and fire	to specify the intended services
12	11.1	change	30 to 90	provide more time for the attachment to occur
13	11.2	delete	Property Taxes	
13	11.2	add	Payment For Services	more accurately describes the nature of this section
13	11.2	delete	Upon	redundant word
13	11.2	insert	¶	typo error
13	11.2	delete	an amount equal to the amount of property taxes that Texas levied on the Initial Attachment Area as shown by the tax roll under Wis. Stats. §70.65 in the year in which the Initial Attachment occurred.	
13	11.5	add	an amount which will be approved by Maine and Texas within 30 days of the Initial Attachment Area as long as Texas is providing the services in ¶9.6 herein or upon expiration of this Agreement as provided in ¶4.1 herein, whichever occurs first.	make this a negotiated amount rather than a fixed amount based on taxes levied.
14	11.6	insert	11.6 Attachment Of Texas Property, Highways, And Other Rights of Way. Any attachment of territory under this Cooperative Plan will include the highways and other public rights-of-way whether half or the whole of any abutting highway or public right-of-way. Any territory and/or improvements thereon titled in the name of Texas shall further be transferred and titled in Maine through such documents as from time to time determined appropriate and necessary by Maine to attain the same degree of ownership as that which was held by Texas.	add the same provision for Texas as for Brokaw
14	11.7	change	10.5 to 10.7	typo error
15	12.3	change	"received" to "obtained"	clarification
21	17.4	change	Participating to Participation	typo error
21	17.4	insert	and (f)	correct an omission

21	17.5	insert	and (f)	correct an ommission
21	17.6	insert	and (f)	correct an ommission

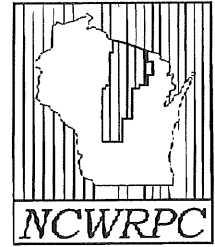
Exhibit J: Record Of Comments From County Or
Regional Plan Commission

NORTH CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

210 McClellan Street, Suite 210, Wausau, Wisconsin 54403

Telephone: (715) 849-5510 Fax: (715) 849-5110

Web Page: www.ncwrpc.org Email: staff@ncwrpc.org



SERVING ADAMS, FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, VILAS AND WOOD COUNTIES

May 13, 2016

Erich Schmidtke
Municipal Boundary Review
WI Dept. of Administration
PO Box 1645
Madison, WI 53701-1645

Subject: Cooperative Plan Review

Dear Mr. Schmidtke:

At your request, we have briefly reviewed the *Village of Brokaw – Town of Texas – Village of Maine Cooperative Plan* for its impact on the regional master plan, on the delivery of municipal services, and any other related issues.

The NCWRPC prepared a *Framework for Regional Development* in 1981, which was updated with the *Regional Comprehensive Plan* in 2004 and the *Regional Livability Plan for North Central Wisconsin* in 2015. The *Regional Livability Plan* (RLP) also includes four Assessment Reports. These reports cover the subjects of economic development, housing, land use, and transportation. The RLP was prepared under the authority of s.66.0309 and is intended to provide long-range policy direction for guiding growth, development and redevelopment decisions in the Region.

The RLP has identified ten overarching goals, these are:

1. Promote a variety of safe and adorable housing options that meet the needs of all community members.
2. Ensure the future availability of a skilled and flexible workforce.
3. Support and develop a diverse economic base ensuring economic growth and resiliency.
4. Support infrastructure needed for economic development.
5. Develop tourism and the knowledge-based economy into leading economic sectors.

6. Provide and improve transportation access to people of all ages and abilities to ensure lifelong mobility and accessibility.
7. Fund the maintenance and expansion of the transportation system.
8. Enhance the regional economy by supporting airports and freight rail.
9. Preserve and protect the regional landscape, environmental resources, and sensitive lands while encouraging healthy communities.
10. Manage and reduce vacant land and structures.

With each goal there are numerous objectives and recommendations for both “urban” and “rural” areas within the region. The RLP is intended to be used as a guide for local planning and decision-making, but does not specify details of local plans. Communities are encouraged to incorporate goals, objectives and recommendations from the RLP that best fit at the local level.

Upon our review, the proposed Cooperative Agreement appears to adhere to each of the applicable goals of the RLP. There is no apparent ill effect on the *Regional Livability Plan* or on the delivery of municipal services resulting from the provisions within this agreement. We would note that the comprehensive plans mentioned throughout the agreement are all in need of their ten year updates as outlined in s.66.1001 Wis. Statutes. These plans were all originally adopted in 2006.

This concludes our review. Feel free to contact our office if you have any questions or comments regarding this review.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Dennis Lawrence', followed by a long horizontal flourish line.

Dennis Lawrence, AICP
Executive Director



**SENT VIA EMAIL AND
US POSTAL SERVICE TO:**
Erich.Schmidtke@wisconsin.gov

July 19, 2016

Mr. Erich Schmidtke
Wisconsin Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701-1645

**PROPOSED VILLAGE OF MAINE, TOWN OF TEXAS, AND VILLAGE OF BROKAW
COOPERATIVE PLAN AND PERMANENT BOUNDARY AGREEMENT**

Mr. Schmidtke,

The Marathon County Conservation, Planning & Zoning Department (CPZ) is writing this letter to provide comments on the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement as required by s. 66.0307((4)(c) and s.66.0307(5)(c)Wis. Stats., respectively. The following are our comments per the aforementioned statutory requirements:

Section 66.0307(4)(c) Comments.

1. How does the proposed cooperative plan impact Marathon County's comprehensive plan?

Answer. The Marathon County Comprehensive Plan was adopted on February 16, 2016. Development of the comprehensive plan took place from January 2014 to February 2016. The proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement will require the county to make minor updates to maps, tables and charts. **These changes are relatively minor in nature and will have minimal to no impact on the county's overall vision and mission.**

2. How does it impact the delivery of municipal services?

Answer. Section XIV of the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement, specifically address current, proposed and continued coordination of general municipal services among the Town of Texas, and Villages of Maine and Brokaw. These municipal services include but are not limited to the following: law enforcement, elections, ordinance enforcement, administration, water and sanitary sewer service, fire protection and emergency medical services, snow removal, and highway repair services.

3. Any other issues?

Answer. Marathon County CPZ is providing interim technical assistance to the Village of Maine in the transition phase regarding specific programs and services until such programs and services are fully implemented by the Village of Maine in accordance with state statutes (see attachment).

Section 66.0307(5)(c) Comments.

1. The content of the plan under sub. (3)(c) to (e) is sufficient to enable the department to make the determination under subs. 66.0307(5)(c) 2 to 5. Clarity of Plan.

Answer. It is the opinion of CPZ that the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement in conjunction with reports prepared by Vierbicher Associates are sufficient and will enable the Department of Administration (DOA) to make an appropriate decision.

2. The cooperative plan is consistent with each participating municipality's comprehensive plan and with current state laws, municipal regulations, and administrative rules that apply to the territory affected by the plan. Consistency of the Plan with comprehensive plans and state and local laws.

Answer. The circumstances surrounding the Villages of Maine and Brokaw, and the Town of Texas are unique and should be viewed with special care by DOA when evaluating whether a cooperative plan is consistent with each participating municipality. The proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement is the direct result of these communities implementing their respective "Intergovernmental Cooperation" section of their comprehensive plan under a politically charged environment. With assistance of state and county officials, and in conjunction with engineering, planning and financial reports, these communities developed an orderly and systematic process dealing with the looming financial and economic realities facing their communities that were unable to be predicted when their comprehensive plans were being developed. With these unique circumstances, it should be affirmed that the cooperative plan and permanent boundary agreement are consistent with current state laws, municipal regulations and administrative rules that apply to the territory affected by the plan.

3. Adequate provision is made in the cooperative plan for the delivery of necessary municipal services to the territory covered by the plan.

Answer. Attached to the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement are three reports evaluating delivery of existing and projected necessary municipal services. Vierbicher Associates has prepared the following reports: 1) Infrastructure Analysis Report, Village of Brokaw, 2) Characteristics of Territory (Homogeneity and Compactness), Village of Maine, and 3) Village of Brokaw, Public Funding Summary. The aforementioned reports review and evaluate adequate provisions of existing and projected municipal services of the territory covered by the plan.

4. The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs.

Answer. The Town of Texas per Resolution No. 1-2015, the Town of Maine per Resolution 2015-02, and the Village of Brokaw per Resolution No. 009-2015 agreed to commence negotiations for a cooperative plan pursuant to Wis. Stats. §66.0307 between the Village of Brokaw, Town of Maine,

Mr. Erich Schmidtke
Wisconsin Department of Administration
July 19, 2016

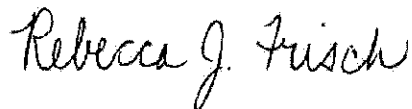
and Town of Texas. An affidavit of publication of public hearing notice was provided to CPZ from each community. The proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement has been properly noticed and open for public hearing comment and review. The county recognizes that the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement has received and incorporated public comment and reflects the input of local citizens impacted by this agreement. Therefore, the aforementioned communities adhered to state statutory procedures and protocol, with appropriate due process, thus making the proposed plan not arbitrary or capricious.

5. *Any proposed planning period exceeding 10 years is consistent with the plan.*

Answer. Due to the complexity of the cooperative plan, it would appear the duration of certain plan elements would be appropriate.

Should you have any questions, please feel free to contact me at your convenience.

Sincerely,



Rebecca Frisch, Director
Marathon County
Conservation, Planning, & Zoning

cc via email: Betty Hoenisch, Village of Maine, WI
Matthew Bootz, Town of Texas, WI
Jeffrey Weisenberger, Village of Brokaw, WI
Dan Lindstrom, Vierbicher Associates, Madison, WI
Dean R. Dietrich, Ruder Ware, L.L.S.C., Wausau, WI
Randy J. Frokjer, Frokjer & Hersil, S.C., Merrill, WI
Shane VanderWaal, Pietz, VanderWaal, Stacker & Rottier, S.C., Wausau, WI
Scott Corbett, Marathon County Corporation Counsel, Wausau, WI

April 25th 2016

Betty Hoenisch
President - Village of Maine
6111 N. 44th Avenue
Wausau, WI 54401



RE: Conservation, Planning, and Zoning Department (CPZ): Transition of the Town of Maine becoming a Village in relation to CPZ services-Follow up information:

Betty,

On behalf of CPZ, I want to thank you for meeting with us to discuss the next steps for the Village in relation to CPZ programs and functions with the Village. I am providing a written updated outline based on our discussion on April 11th, 2016 to document our discussion and the necessary next steps (shown in red). These steps were discussed with Marathon County Corporation Counsel on April 20th, 2016 as well.

1. **Shoreland and Floodplain Zoning:** Marathon County no longer has jurisdiction. Dean Johnson, CPZ Zoning Administrator, will assist the Village during this transition to help the Village of Maine in the administration of these ordinances. Dean also has shoreland and flood plain maps and documents/historical information to transfer to the village.

Decision: Marathon County Zoning Administrator Dean Johnson will work with the Village to completely transfer the shoreland and floodplain zoning requirements to the Village over the next 6 months. This will include the documents and historical information. It is recommended that the Village pass updated Shoreland and Floodplain Ordinances, especially due to the implications of WI. Act 55.

2. **Animal Waste and Nutrient Management Ordinance:** The current county ordinance is unenforceable as the county does not have jurisdiction within the Village. CPZ suggests that if the Village would like CPZ to administer and enforce this ordinance that it adopts an appropriate resolution authorizing the county to perform this service. The Village also has the option of adopting and administering its own ordinance or may choose to have no ordinance.
3. **Livestock Licensing Ordinance:** The current county ordinance is unenforceable as the county does not have jurisdiction within the Village. CPZ suggests that if the Village would like CPZ to administer and enforce this ordinance that it adopts an appropriate resolution authorizing the county to perform this service. The Village also has the option of adopting and administering its own ordinance or may choose to have no ordinance.

Decision: The Village would prefer that Marathon County CPZ administer both these ordinances for them within the Village. Marathon Corporation Counsel will contact the Betty Hoenisch and Randy Frokjer to discuss the appropriate resolution or adoption method in order for CPZ to administer both items 2 and 3. The intention will be that these ordinances will be administered as in the past and that CPZ will charge the normal fees to applicants to provide these services and also enforce these ordinances.

4. **Land Division/Certified Survey Map review:** The current county ordinance is unenforceable as the county does not have jurisdiction in the Village. CPZ suggests that if the Village would like CPZ to administer and enforce this ordinance that it adopts an appropriate resolution authorizing the county to perform this service. The Village also has the option of adopting and administering its own ordinance or may choose to have no ordinance.

Decision: The Village has requested that CPZ continue the review of Certified Survey Maps (CSM) and other land divisions. CPZ will work directly with the Village to adopt an agreement under 66.031 to provide these services for the review of CSM's. The Village has its own Land Division ordinance, but also would prefer that CPZ continue its practice of CSM and other land division review as well.

5. **Farmland Preservation Zoning District:** If the Village decides to add a Farmland Preservation zoning district to your ordinance, CPZ will assist the Village if interested as Farmland Preservation is an important county wide initiative

Decision: The Village will not pursue the Farmland Preservation District at this time, but may want an informational meeting for its Board and landowners sometime in the future.

6. **Land and Water Conservation Programs:** Programs will continue to be available to all farmers.

7. **County/Uniform Addressing:** As a village, being a part of the county addressing system is now optional, but CPZ recommends that the Village adopts the new addressing system to provide enhanced levels of safety for its residents. An educational presentation can be provided upon your request.

Decision: The Village is invited to upcoming meetings and is encouraged to stay informed of the changes in addressing county wide.

8. **Geographic Information Services:** These services may be available for a fee. If the Village desires these services, CPZ and the Village should schedule a meeting to discuss this service/costs and expectations for each entity.

Decision: The Village will use private GIS services for projects, etc. If requested by the Village, CPZ will provide GIS data to private GIS contractors. CPZ will continue to update zoning maps, road maps for gas tax, and help during the transition.

9. **Nonmetallic mining:** The current county ordinance remains in effect, unless the Village chooses to adopt their own ordinance which the Village would then administer. The Village has been notified of this as well as current mine owners/operators in the Village.

Decision: The Village will continue to rely upon CPZ to administer the Non-metallic mining ordinance and will not pursue its own ordinance at this time. No action is necessary.

10. **Comprehensive planning:** The County recently adopted a new plan and no change is expected regarding the county plan. Currently, local planning services are available through the North Central Wisconsin Regional Planning Commission.

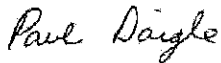
Decision: CPZ recommended that the Village pursue discounted planning services and possibly GIS services through the North Central Wisconsin Regional Planning Commission.

11. **Land Record changes:** Administrative transfer completed by CPZ.
12. **Private On-site Wastewater Treatment System (POWTS):** Regulations apply county-wide (including incorporated areas without municipal sewer). Maine becoming a Village will not affect the POWTS program. If the Village of Maine annexes the Village of Brokaw there will be some change. In the past, the replacement of failing POWTS in the Town of Maine where connection to Brokaw's municipal sewer would have been the best alternative, some chose not to connect because they did not want to annex to Brokaw. If Maine annexes Brokaw, sewer may now be available to sites like these and the Village could require connection to the municipal sewer. The advantage of the latter is that sewer may be available to problem sites.

During this process, we would need to check with the Village or utility before issuing a sanitary permit for sites which are near municipal sewer to determine if sewer is available. The ordinance does not allow us to issue a sanitary permit if sewer is available which is determined by the utility having jurisdiction.

CPZ would like to continue to communicate on a regular basis to ensure completion of the urgent tasks, specifically items 1-3. Please be aware that the Marathon County Corporation Counsel will need to review any resolution to authorize county administration of programs/projects. Thank you for meeting with us and we look forward to continuing to work with the Village of Maine.

Sincerely



Paul Daigle

Land and Water Program Director

cc. Randy Frokjer, Village of Maine Attorney
Scott Corbett, Marathon County Corporation Counsel

Exhibit K: List Of Changes Made In Response To Comments From County Or Regional Plan Commission

No comments were received.

Exhibit L: Adopting Resolutions

RESOLUTION NO. 1-2016

**TOWN OF TEXAS, MARATHON COUNTY, WISCONSIN
A RESOLUTION APPROVING
THE VILLAGE OF BROKAW, TOWN OF TEXAS
AND VILLAGE OF MAINE COOPERATIVE PLAN AND
PERMANENT BOUNDARY AGREEMENT
PURSUANT TO WIS. STATS. §66.0307**

WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine, all located in Marathon County, Wisconsin, have negotiated a Cooperative Plan and Permanent Boundary Agreement (hereinafter "Cooperative Plan") subject to the approval of the State of Wisconsin Department of Administration under the authority of Wis. Stats. §§66.0301 and 66.0307; and

WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine intend to enter into a Cooperative Plan for the purposes of establishing permanent boundaries, assuring orderly development and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Cooperative Plan; and

WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine have developed a Cooperative Plan following a review of existing regional, county and local plans; and

WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine have held a joint public hearing on the Cooperative Plan pursuant to the provisions of Wis. Stats. §66.0307 on February 10, 2016 and have considered the comments which were received both at that public hearing and subsequent thereto in the preparation of the Cooperative Plan as more fully described herein; and

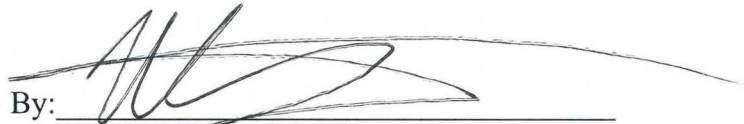
WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine intend to immediately implement and make effective this Cooperative Plan.

NOW, THEREFORE, BE IT RESOLVED, the Town of Texas, Village of Brokaw and Village of Maine do hereby resolve as follows:

1. The Village of Brokaw, Town of Texas and Village of Maine Cooperative Plan and Permanent Boundary Agreement Pursuant to Wis. Stats. §66.0307, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.
2. The Town Chairman and the Town Clerk are authorized to execute the Cooperative Plan on behalf of the Town of Texas and to take such further action as may be necessary to obtain the review and approval of the plan as required by Statute.

The foregoing Resolution was duly adopted by the Town Board of the Town of Texas by a vote of 3 in favor and 0 against, on this 14th day of April, 2016.

TOWN BOARD, TOWN OF TEXAS

By: 
Matthew P. Bootz, Chairman

ATTEST:


Lorraine I. Beyersdorff, Clerk

RESOLUTION NO. 04-18-01

**VILLAGE OF BROKAW, MARATHON COUNTY, WISCONSIN
A RESOLUTION APPROVING
THE VILLAGE OF BROKAW, TOWN OF TEXAS
AND VILLAGE OF MAINE COOPERATIVE PLAN AND
PERMANENT BOUNDARY AGREEMENT
PURSUANT TO WIS. STATS. §66.0307**

WHEREAS, the Village of Brokaw, Town of Texas and Village of Maine, all located in Marathon County, Wisconsin, have negotiated a Cooperative Plan and Permanent Boundary Agreement (hereinafter "Cooperative Plan") subject to the approval of the State of Wisconsin Department of Administration under the authority of Wis. Stats. §§66.0301 and 66.0307; and

WHEREAS, the Village of Brokaw, Town of Texas and Village of Maine intend to enter into a Cooperative Plan for the purposes of establishing permanent boundaries, assuring orderly development and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Cooperative Plan; and

WHEREAS, the Village of Brokaw, Town of Texas and Village of Maine have developed a Cooperative Plan following a review of existing regional, county and local plans; and

WHEREAS, the Village of Brokaw, Town of Texas and Village of Maine have held a joint public hearing on the Cooperative Plan pursuant to the provisions of Wis. Stats. §66.0307 on February 10, 2016 and have considered the comments which were received both at that public hearing and subsequent thereto in the preparation of the Cooperative Plan as more fully described herein; and

WHEREAS, the Village of Brokaw, Town of Texas and Village of Maine intend to immediately implement and make effective this Cooperative Plan.

NOW, THEREFORE, BE IT RESOLVED, the Village of Brokaw, Town of Texas and Village of Maine do hereby resolve as follows:

1. The Village of Brokaw, Town of Texas and Village of Maine Cooperative Plan and Permanent Boundary Agreement Pursuant to Wis. Stats. §66.0307, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.
2. The Village President and the Deputy Village Clerk are authorized to execute the Cooperative Plan on behalf of the Village of Brokaw and to take such further action as may be necessary to obtain the review and approval of the plan as required by Statute.

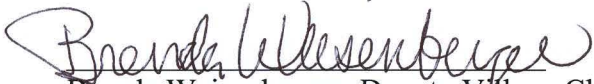
The foregoing Resolution was duly adopted by the Village Board of the Village of Brokaw by a vote of 7 in favor and 0 against, on this 18th day of APRIL, 2016.

VILLAGE BOARD, VILLAGE OF BROKAW

By: 

Jeffrey Weisenberger, President

ATTEST:



Brenda Weisenberger, Deputy Village Clerk

RESOLUTION NO. 2016 - 01

**VILLAGE OF MAINE, MARATHON COUNTY, WISCONSIN
A RESOLUTION APPROVING THE VILLAGE OF BROKAW, TOWN OF TEXAS
and VILLAGE OF MAINE COOPERATIVE PLAN AND PERMANENT BOUNDARY
AGREEMENT PURSUANT TO WIS. STATS. §66.0307**

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw, all located in Marathon County, Wisconsin, have negotiated a Cooperative Plan and Permanent Boundary Agreement (hereinafter "Cooperative Plan") subject to the approval of the State of Wisconsin Department of Administration, under the authority of Wis. Stats. §§66.0301 and 66.0307; and

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw intend to enter into a Cooperative Plan for the purposes of establishing permanent boundaries, assuring orderly development and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Cooperative Plan; and

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw have developed a Cooperative Plan following a review of existing regional, county and local plans; and

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw have held a joint public hearing on the Cooperative Plan pursuant to the provisions of Wis. Stats. §66.0307 on February 10, 2016, and have considered the comments which were received both at that public hearing and subsequent thereto in the preparation of the Cooperative Plan, as more fully described herein; and

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw intend to immediately implement and make effective this Cooperative Plan.

NOW, THEREFORE, BE IT RESOLVED, the Village of Maine does hereby resolve as follows:

1. The Village of Brokaw, Town of Texas and Village of Maine Cooperative Plan and Permanent Boundary Agreement Pursuant to Wis. Stats. §66.0307, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

2. The Village President and Village Clerk are authorized to execute the Cooperative Plan on behalf of the Village of Maine, and to take such further action as may be necessary to obtain the review and approval of the plan as required by Statute.

3 The foregoing Resolution was duly adopted by the Village of Maine by a vote of 0 in favor and 0 against, on this 13th day of April, 2016.


Betty Hoenisch, Interim Village President


Tad Schult, Interim Village Trustee


Keith Rusch, Interim Village Trustee

CERTIFICATION

The undersigned Clerk of the Village of Maine hereby certifies that the foregoing Resolution was passed by the Village of Maine at its meeting on the 13th day of April, 2016, but signed this 13th day of April, 2016.

Cindy Bailey (SEAL)
Cindy Bailey, Village Clerk

THIS INSTRUMENT DRAFTED BY:
Randy L. Frokjer #1010644
Frokjer & Hersil, S.C.
200 N. Center Avenue
Merrill, WI 54452
Ph. #715-536-4511

Exhibit M: Vierbicher Brokaw Infrastructure Analysis Report

Infrastructure Analysis Report
Village of Brokaw
Marathon County, Wisconsin

Prepared For:
Town of Maine
6111 N 44th Ave.
Wausau, WI 54401

Prepared By:
Vierbicher Associates, Inc.
999 Fourier Drive
Madison, WI 53717

Prepared On:
January 20, 2016

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vierbicher
planners | engineers | advisors



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APPENDIX:

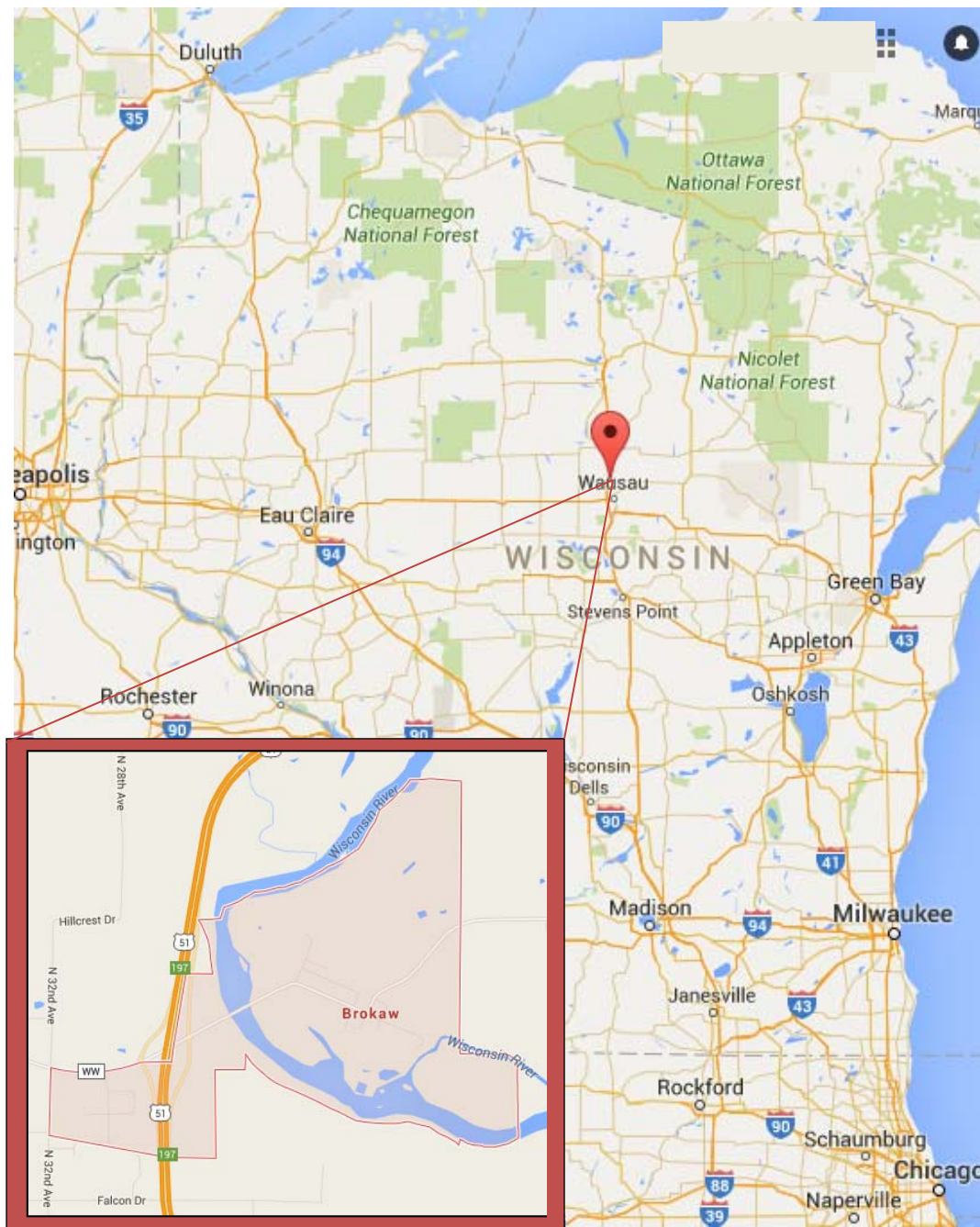
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1.0 Introduction

The Village of Brokaw, population 243, is located in Marathon County immediately north of the City of Wausau. The Town of Maine is to the east and the Town of Texas is to the west of the Village. The Village is divided by the Wisconsin River. The Village was established on the east side of the river in 1903 and expanded to the west side of the river in 2002. The current Village limits are shown in Figure 1.0.

**Figure 1.0 – The Village of Brokaw
Location Map**



The Wausau-Mosinee Paper Corporation, through various corporate iterations, has operated a paper mill in Brokaw for over 100 years. In 1998 the Village of Brokaw, due to sulfite liquor contamination from the paper mill, was forced to close one of two wells providing potable water.

The Village, on March 13, 2008, entered into an agreement with the City of Wausau to provide water service to the Village in sufficient quantity to serve the needs of residents and the paper mill, abandoning the idea of securing a new local water supply. At the time, water demand was approximately 70 million gallons per year, with the paper mill consuming 66 million gallons and residents and other businesses consuming about 4 million gallons.

In early 2012 the Wausau-Mosinee Paper Corporation closed its Brokaw plant, laying off 450 employees. Water sales from Brokaw to the paper mill plummeted. Because the new system was designed to meet water demand from the paper mill, the system experienced a reduction in water flow of 95%. In order to prevent the system from freezing in the winter and spoiling in the summer, the Village of Brokaw has to purchase more water from Wausau than is demanded by current water system customers. In fact, only about 20% of the water purchased from Wausau is sold to customers, 80% is flushed to provide flow to the system, costing the utility approximately \$38,000 per year.

On top of the losses in the water utility, the Village has experienced a steep drop in property values since the closing of the paper mill, about \$15 million – nearly a 50% decline in just 4 years. The loss of water sales and the loss of tax base has caused both property tax and water rates for Village residents to skyrocket to some of the highest in the State – and the revenue is still not nearly enough to cover operations.

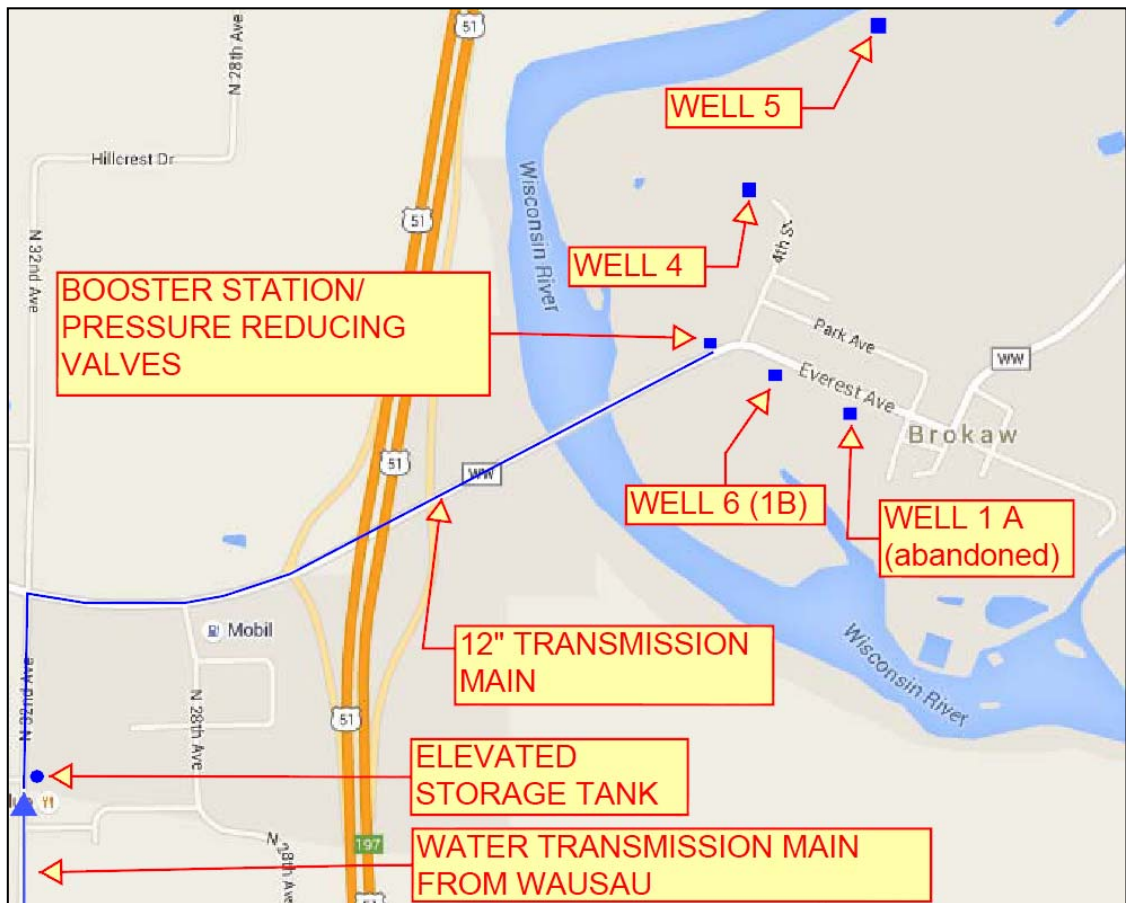
This study of Brokaw's infrastructure is being undertaken by the Village of Maine and the Town of Texas to understand the options available to "right-size" Brokaw's water system so that it is fiscally sustainable and to identify other infrastructure issues that may have fiscal consequences over the next several years. Recommendations for addressing these issues are provided as is a companion report outlining a funding strategy for those recommendations. This information will be submitted as part of a Cooperative Boundary Plan being submitted to the Wisconsin Department of Administration in February 2016.

2.0 Water Supply, Storage, and Distribution System

2.1. Existing Facilities Summary

The locations of the Village's water supply, storage and transmission facilities are shown in **Figure 2.1** below. A description of each facility follows Figure 2.1.

Figure 2.1 – Village of Brokaw Water Supply, Storage & Transmission Facilities Map



2.1.1. Water Supply

Currently, the Village is supplied with water from the City of Wausau Water Works. Water is supplied to the Village through a 12-inch diameter transmission main extending approximately 9,668 feet from a booster station, with three 250 gallons per minute (gpm) pumps, located on the north end of the City of Wausau. The booster station and transmission main were constructed in 2009. The transmission main is owned by the Village and the booster station is owned and operated by the City of Wausau.

Prior to water being supplied by the City of Wausau, the Village obtained its potable water from two groundwater wells. In addition, the Village owned two non-potable industrial wells which it operated to supply water to the local paper mill.

Well 1 A was one of the well which was used to supply potable water for the Village prior to 2009. This 92 feet deep well located on Everest Avenue has a reported pumping capacity of 200 gallons per minute (gpm). Unfortunately, this well was contaminated by a leaking sulfite liquor tank and has been abandoned.

Well 1B (WDNR Well #6) is currently designated as an emergency backup water supply source for the Village. This 85 feet deep well located on Everest Avenue (near Well 1 A) has a reported pumping capacity of 250 gallons per minute (gpm). Water pumped from this well has contained high concentrations of total organic carbon, tannin and lignin. These substances reacted with chlorine added for disinfection and created concentrations of disinfection byproducts (trihalomethanes) exceeding the safe drinking standard of 80 micrograms per liter (ug/L). In addition, water from this well has been high in manganese. Prior to obtaining water from the City of Wausau, the Village pumped water from this well to a filtration plant to remove manganese. However, the plant was not able to remove enough total organic carbon from the water to meet the drinking water standard for disinfection byproducts. The filtration plant has since been demolished. The water main connecting this well to the Village's distribution system froze and broke in 2014. The main has not yet been repaired and the well cannot supply water to the distribution system.

Wells 4 & 5 are non-potable industrial wells. These wells are 143 and 138 feet deep respectively, are located on North 4th Street, and have reported pumping capacities of 1,300 and 1,600 gpm respectively. Water quality test results available on the WDNR webpage indicated that water from these wells was free of volatile organic compounds (VOCs) in 1987 and 1988. However, current water quality test information for these wells is not available. These wells pumped directly to the paper mill without the water entering the Village's potable water distribution system. Currently, Well 5 cannot be operated due an inoperable well pump. Well 4 has been used to provide bulk water sales to local construction contractors.

2.1.2. Water Storage

Water storage is provided by an elevated tank on the eastside of the Village on N 32nd Avenue near the intersection of Fleet Drive and N 32nd Avenue. This steel spherical tank was constructed in 2004 and has a reported capacity of 200,000 gallons. Prior to construction of the elevated tank, five 150 gallon pressure tanks provided storage on the eastside of the system and a 50,000 gallon elevated tank provided storage on the Westside of the Village. The eastside elevated tank has since been demolished, but the five pressure tanks remain in a building near the 200,000 gallon elevated tank on the eastside. However, the pressure tanks are not connected to the distribution system.

2.1.3. Water Distribution System

The Village's distribution system includes piping ranging in size from four to eighteen inches in diameter. **Table 2.1.3** below shows the lengths of each size of main as reported by the Village to the Wisconsin Public Service Commission in 2014. Water

enters the distribution system on the eastside where the transmission main from the City of Wausau connects to the Village's distribution system near the elevated storage tank. A twelve inch diameter water transmission main connects the Westside of the Village's distribution system to the eastside. A portion of this transmission main is suspended on the CTH "WW" bridge crossing the Wisconsin River. Prior to the construction of the elevated tank on the eastside, a 650 gpm booster station near the intersection of CTH WW and 4th Street on the Westside of the Village boosted water from the eastside to the westside. Currently, pressure controls valves at this booster station reduce the pressure on the eastside of the distribution system to acceptable levels.

Table 2.1.3 – Water Distribution Piping Summary Table

Diameter (inches)	Length (feet)	Percent of System
4	1,732	6.7%
6	7,072	27.6%
8	6,521	25.4%
10	3,919	15.3%
12*	6,418	25.0%
Potable Distribution System Total	25,662	100%
18**	3,946	
12 ***	9,668	
Total	39,276	

* Connects east and west sides of the Village

** From Well Nos. 4 & 5 directly to the paper mill. Not part of the potable water distribution system.

*** Transmission main from Wausau booster station.

2.2. Historical Water Sales

The historic water sales as reported to the Wisconsin Public Service Commission (WPSC) for the past four years are shown in **Table 2.2** and **Figure 2.2** below. The paper mill shut down operations in the spring of 2012. This event has significantly reduced water sales for the Village.

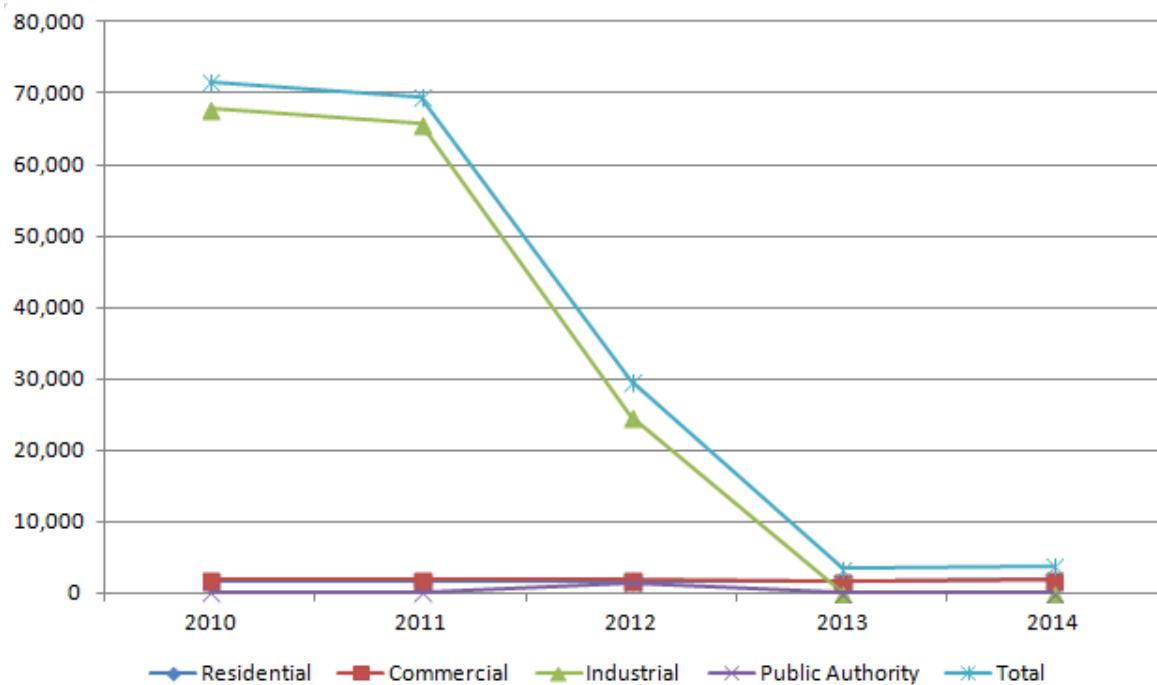
Table 2.2 – Historical Water Sales & Estimated Peak Hour Demand

Year	2014	2013	2012*	2011
Customer Type	(000's gallons)	(000's gallons)	(000's gallons)	(000's gallons)
Residential	1,843	1,556	1,675	1,570
Commercial	1,824	1,660	1,822	1,946
Industrial	26	78	24,738	65,778
Public Authority	126	179	1,532	223
Total	3,819	3,473	29,767	69,517
Average Daily (gpd)	10,463 gpd	9,515 gpd	81,553 gpd	190,458 gpd
Maximum Day (gpd)	20,000 gpd	23,000 gpd	237,000 gpd	237,000 gpd
Peak Hour (gpm)**	28 gpm	32 gpm	329 gpm	329 gpm

* Paper mill closed in the spring of 2012.

** Peak Hour Demand is estimated at 2x's the Maximum Day Water Sales.

Figure 2.2- Historical Annual Water Sales
(000's gallons)



2.3. Historical Number of Customers

The historic number of water customers as reported to the Wisconsin Public Service Commission (WPSC) for the past four years are shown in **Table 2.3** below. Besides the number of industrial customers, the number of customers has remained fairly constant over the past four years.

Table 2.3 – Historical Number of Customers

Year	2014 No. Customers	2013 No. Customers	2012 No. Customers	2011 No. Customers
Customer Type				
Residential	55	51	51	51
Commercial	15	15	15	15
Industrial	2	1	4	6
Public Authority	3	3	3	3
Total	75	70	73	75

2.4. Evaluation of Existing Water System Facilities

Based on the above water sales information presented in **Table 2.2** above, the following values will be considered the Village's current water demands and will be used to evaluate the water system facilities to meet the current water demands:

- Average Day Demand: 10,000 gpd
- Maximum Day Demand: 25,000 gpd
- Peak Hour Demand: 35 gpm

A 1,500 gpm fire flow demand available for a 2.0 hour duration is recommended and will be used to evaluate the adequacy of the existing water system. Typical recommendations for commercial areas given by the Commercial Risk Services (CRS) division of the Insurance Services Office (ISO) were considered in determining the above recommended fire flow demand.

The following Engineering Design Criteria will be used to evaluate the adequacy of the existing water system:

1. The peak hour demand should be provided by supply capacity.
2. The peak hour demand plus fire flow demand should be available from supply and storage capacity.
3. The average daily demand should be available from storage.

2.4.1. Water Supply Facilities

As mentioned above, currently water is supplied to the Village by the City of Wausau via a booster station and 12 inch diameter transmission main owned and operated by the City of Wausau. The booster station has three 250 gpm pumps for a total pumping capacity of 750 gpm.

Per the first engineering design criterion, the water supply facilities should be capable of meeting the peak hourly demand. The booster station capacity (750 gpm) is greater than the current peak hour demand (32 gpm). Therefore, the booster station has more than enough water supply capacity to meet the current water demands.

Given the length of the transmission main from Wausau to the Village (9,668 feet), and the current average daily demand (10,000 gpd), the detention time in the transmission main is approximately 6 days. A detention time of this length can lead to poor water quality as residual chlorine levels can become depleted after just a few days.

Well 1A:

Well 1A has been contaminated by sulfite liquor which leaked from a nearby above ground storage tank. The WDNR considers this condition a "Deficiency" and requires that the well be abandoned. Layne Christensen Company was abandoning the well on October 14, 2015 when observations were made for this report. The Village is currently abandoning this well as the contaminated water it pumps is unfit for human consumption.

Well 1B (WDNR #6):

This well currently is capable of pumping 250 gpm, and is the Village's backup well in case the supply from the City of Wausau was interrupted. The brick well house building is in good condition with energy efficient windows and a sound shingled roof. The interior of this building was remodeled after a fire in 2013. The well pump motor, auxiliary engine, valves, piping and disinfection equipment are in good repair. There are sections of the well discharge piping that are showing rust and are in need of repainting. The water system Supervisory Controls and Data Acquisition (SCADA) system master controls are located in this well house. The SCADA system is a modern CPU based system which monitors and controls Well 6, the booster pumps and elevated tank.

There is a peristaltic pump to feed chlorine for disinfection. This pump and the chlorine container it pumps from is located in the same room as the well pump and controls. The current register of Chapter NR 811 of the Wisconsin Administrative Code requires that disinfection equipment and containers are located in a chemical feed room separated from the well pump and control equipment room, and are provided with containment and ventilation. The WDNR considers this situation a "Non-Conforming Feature". If this well house were to be upgraded or substantially modified in the future, the WDNR may require a separate chemical feed room with tank containment and ventilation to be added at that time.

As mentioned in section 2.1.1 above, the water main connecting this well to the distribution system is broken. This main must be repaired, or another main constructed between the well house and the distribution system, to facilitate pumping into the Village's distribution system from this well. This condition is considered a "Deficiency" by the WDNR and must be repaired by 12/1/15 per the WDNR 2015 Sanitary Survey of the water system.

Groundwater pumped from this well has high concentrations of total organic carbon and manganese. This water would require treatment to reduce the total organic carbon and manganese to concentrations permitted by safe drinking water standards if

it were to become a permanent water supply well for the Village. In addition, this well is located in close proximity to the paper mill's sulfite liquor above ground storage tanks. The nearby Well 1A has been contaminated by sulfite liquor which leaked from one of these above ground storage tanks. There is a high probability that the plume of contamination could be pulled into Well 1B if the well was used as a permanent source of water for the Village. Contamination by sulfite liquor would make the water unfit for human consumption. Therefore, the use of this well as a permanent source of potable water for the Village is not advisable.

Wells 4 & 5:

These wells have reported pumping capacities of 1,300 and 1,600 gpm respectively. Each of these wells was constructed to provide non-potable water to the former paper mill.

The **Well 4** building is constructed of brick exterior with interior concrete block walls and a flat roof. There is a section of exterior brick and mortar at the southwest corner of the building that is in need of tuck pointing repair. There is one broken window that has been covered with plywood, and one of the glass window panes in the entrance door is broken. All windows have non-insulated single pane glass. This building was most likely constructed in 1968 when the well was drilled according to the WDNR well construction report. The well pump, piping, valves, and flow meter appeared to be in operable condition. The paint on the piping and valves appeared to be failing and in need of repainting. There is an auxiliary engine, but the gear drive and shaft connecting it to the well pump have been removed. Therefore, there is no emergency backup power source for the well. No disinfection equipment was observed on site.

Well 4 is located approximately 850 feet from the paper mill waste landfill. The current version of Chapter NR 812 of the Wisconsin Administrative Code requires a minimum separation distance of 1,200 feet between wells and existing or abandoned landfills. Therefore, if this well is considered for conversion to a potable water supply, it would not meet the minimum separation distance from the landfill.

The **Well 5** building is constructed of block walls and a flat roof. The roof fascia is constructed of wood which appears to be deteriorating. The window has non-insulated single pane glass. This building was most likely constructed in 1970 when the well was drilled according to the WDNR well construction report. The well pump, piping, valves, and flow meter appeared to be in operable condition. However, the water system operator indicated that the well pump had failed, is inoperable, and has not been repaired. There are some piping sections with failing paint and are in need of repainting. The well pump motor and variable frequency drive (VFD) appeared to be recent upgrades. There is no auxiliary engine or other means for an emergency backup power source for the well. No disinfection equipment was observed on site.

As mentioned above, the well pump is currently in operable. There is an extended abandonment agreement between the Village and WDNR which requires the well

pump to be fixed and a viable use be established for the well, or the well is abandoned within 120 days of August 8, 2019.

Well 5 is located approximately 210 feet from the paper mill waste landfill. As mentioned above, the current WDNR required separation distance between landfills and wells is 1,200 feet. Therefore, if this well is considered for conversion to a potable water supply, it would not meet the minimum separation distance from the landfill.

2.4.2. Water Storage Facilities

Storage is provided by an elevated tank with a capacity of 200,000 gallons, and overflow elevation equal to 1530.00 USGS Datum (109 ft ground to overflow). The interior and exterior of the elevated tank were observed from ground level. The extent of the exterior and interior dry paint systems which could be seen appeared to be in good condition. Per the WDNR 2015 Sanitary Survey report, Lane Tank Company conducted a partial drain down inspection of the wet interior of the tank in April, 2015. The inspection revealed little ice damage to the interior of the tank. The operating volume is currently set to 90,000 gallons which provides slightly over 40 psi static pressure in the westside pressure zone.

Per the second engineering design criterion, the peak hourly demand plus fire flow should be available from water supply and storage.

Peak Hourly Demand:	35 gpm
Fire Flow:	+ 1,500 gpm
Booster Pumps Capacity:	<u>- 750 gpm</u>
Rate Required from Storage:	785 gpm

Volume Required from Storage:
 $(785 \text{ gpm})(2.0 \text{ hrs})(60 \text{ min/hr}) = 94,200 \text{ gallons}$

The Village presently has 200,000 gallons of total storage with the elevated tank completely full. Since the tanks are usually not operating completely full, the "effective" storage is considered to be 80% of total storage. This leaves approximately 160,000 gallons of available "effective" storage. With all three of the Wausau booster pumps in operation, 94,200 gallons of storage is required to satisfy Criterion No. 2. The effective elevated storage of 160,000 gallons is greater than the required 94,200 gallons.

In some communities, such as the Village of Brokaw, it is difficult to provide the high fire flow required for commercial and industrial areas when low average daily demand exists. A large amount of storage may be required to provide the fire flow if the community has a low well/supply capacity. However, storage should not appreciably exceed the average daily demand due to freezing and water quality concerns. In these cases, it is recommended that storage be paced with average daily demand and/or additional well capacity is added.

The third criterion is also used to check the adequacy of the system's total storage. It recommends the average daily demand to be available from storage. The current average daily water demand is 10,000 gpd. This demand is 190,000 gallons less than the current total storage available (200,000 gallons). This is an appreciable surplus of storage which results in a storage detention time of 20 days. The total detention time considering the volume of the transmission main from Wausau and the elevated tank is 26 days. This situation can lead to freezing and water quality issues. The Village currently has the elevated tank high water level set as low as possible in an attempt to match the storage volume (90,000 gallons) more closely to the average daily demand. However, this minimized storage volume is still nine times the average daily demand which results in a detention time of nine days. This condition has required the Village to flush water from the system to reduce the chances of freezing in the winter and poor water quality in the warm months.

2.4.3. Water Distribution System

A little over half (53%) of the potable water distribution system is composed of six and eight inch diameter water mains. Ten inch and twelve inch diameter mains compose approximately 15% and 25% of the distribution system respectively. Four inch diameter mains make up 6.7% of the distribution system. The four inch and six inch mains are located in the older eastside of the system. The newer westside has a minimum main size of 8 inches. The minimum size of newly constructed water main allowed to provide fire protection and serve fire hydrants per Wisconsin Administrative Code NR811.70(5) is six inches. Typically, water mains larger than six inches in diameter are needed to provide the required fire flow while maintaining a minimum residual system pressure of 20 psi. A grid of large diameter (10" and larger) mains should exist between supply sources, storage facilities, and high demand commercial and industrial users as well as structures with higher recommended available fire flows. Therefore, the Village should be working to replace the older four and six inch mains with at least eight inch mains.

Water main breaks during the spring of 2014 have required the Village to valve off water main in East Street from 1st Street to 2nd Street. This situation creates dead end mains on 1st and 2nd Streets. These dead end mains do not have hydrants as required by Wisconsin Administrative code. Dead end mains can have long detention times, which can result in poor water quality. Also, dead end mains decrease flow through the system. If a break occurs in one of these mains, the area served by it is cut off from the rest of the system. Repairing or looping these dead end mains to other mains in the system can prevent water quality and reliability concerns. The WDNR has designated this condition as a "*deficiency*" which must be corrected by 12/1/16.

An indication of the distribution systems adequacy is its ability to provide recommended fire flows. The Village had fire flow tests conducted several years ago. Unfortunately, the test reports were destroyed in a fire at Well 6. The system operator's recollection of the test results is that a few hydrants on the eastside of the system could provide around 500 gpm (WDNR minimum required) with the remaining hydrants providing less than 500 gpm. Higher available fire flow is expected on the westside due to close proximity to

the elevated tank and minimum main size of 8 inches. Fire flow tests need to be conducted to determine the actual fire flow available from the distribution system.

2.4.4. Summary of Water Supply, Storage, and Distribution System Deficiencies and Operational Difficulties

1. Water provided by Well 6 on the Village's eastside has high concentrations of organic carbon which combines with chlorine used for disinfection to create disinfection byproducts at concentrations that exceed water quality standards. In addition, water from this well has been high in manganese. Therefore, this well cannot be used as a permanent potable water supply source without treatment. In addition, this well is located near the plume of sulfite liquor contamination.
2. Wells 4 & 5 are non-potable industrial wells, and due to their construction and proximity to a landfill, cannot be used as potable water supply sources.
3. Due to the current average daily water demand, the detention time in the transmission main from Wausau, elevated storage and the distribution system is close to a month.¹ This condition requires the Village to flush water from the system to prevent water quality and freezing problems. The Village purchases this flushed water from Wausau, but cannot collect revenues from metered customers for this unsold water.
4. The existing 200,000 gallon elevated tank provides more than enough effective storage (80% = 160,000 gallons) to have the peak hourly demand (35 gpm) plus recommended fire flow (1,500 gpm) available from water supply and storage. However, the elevated tank volume is twenty times the average daily demand which results in water quality and freezing problems due to the long detention time.
5. There is four inch water main in the eastside of the distribution system. In order to provide adequate flows, the minimum size of newly constructed water main allowed to provide fire protection and serve fire hydrants per Wisconsin Administrative Code NR811.70(5) is six inches.
6. The majority of water main on the eastside of the village is old six inch. Typically, water mains larger than six inches in diameter are needed to provide the recommended fire flows while maintaining the minimum required residual system pressure of 20 psi. However, fire flow tests need to be conducted to determine the actual fire flow available from the distribution system. Six inch mains in areas found to have insufficient fire flow should be replaced with at least eight inch diameter mains.
7. Water main breaks during the spring of 2014 have required the Village to valve off water main in East Street from 1st Street to 2nd Street creating dead end mains on 1st and 2nd Streets. The WDNR has designated this condition as a "*deficiency*" which must be corrected by 12/1/16.

¹ Village of Brokaw Public Utilities Evaluation, MTS Consulting Engineers, March 18, 2015.

8. The water main connecting Well 6 to the distribution system was broke during the spring of 2014. This condition is considered a "*Deficiency*" by the WDNR and must be repaired by 12/1/15.
9. The eastside of the Village does not have water storage facilities and the emergency backup well (Well 6) is not connected to the distribution system. This condition leaves the eastside without a water source or storage facility should the single transmission main from the westside that is suspended on the bridge crossing the river be disconnected due to freezing or other damage.

2.5. Alternatives to Address Water Supply, Storage & Distribution System Deficiencies and Operational Difficulties

1. **Keep the Status Quo**: The consequences of continued operation under the current system conditions are as follows:
 - Poor water quality due to excessively long detentions times.
 - Freezing in the elevated tank and water mains due to excessively long detention times.
 - Economically unsustainable flushing of water purchased from Wausau, but not sold to customers due to excessively long detention times.
 - No back-up water supply source because Well 6 is not connected to the distribution system and the necessary treatment equipment is no longer in place.
 - Stagnation and low available fire flows in several dead end water mains caused by unrepaired water main breaks.

The cost of this alternative is the present worth value of the annual cost (\$38,000) for flushed/wasted water to prevent freezing and poor water quality over 20 years.

Alternative No. 1 Components & Opinion of Probable Costs

Components Description	Option of Probable Cost
• Flushed/wasted Water	\$ 578,000
Total Estimated Cost:	\$ 578,500

2. **Abandon Elevated Tank, Reconnect Pressure Tanks & New Well**: The final decision issued by the Wisconsin Public Service Commission (WPSC) on 12/23/15 regarding the Village's request to increase water rates included suggestions for modifying the water system to operate more efficiently with lower demand. The PSC's suggestions included switching back to using the currently disconnected hydropneumatic (pressure) tanks, abandoning use of the now oversized elevated tank, boosting chlorine levels in the water instead of flushing large amounts of water, and requesting customers to run tap water during the winter to address winter freezing in the distribution system.

In addition to the WPSC suggestions above, two dry hydrants drawing from the Wisconsin River could be constructed to provide a water source for fire fighting since elevated tank storage for fire flow would not be available under this

alternative. Dry hydrants consist of a screened pipe placed below the water surface, horizontal piping to a nearby roadway, and a vertical pipe with a fire hose connection for fire tanker/pumper truck connection. Construction of a minimum of two dry hydrants is recommended for reliability and filling of at least two tanker/pumper trucks at a time.

Another component to make this alternative more viable would be the addition of a new well. If a new well were constructed, the transmission main from the City of Wausau could be used only in emergencies to provide fire flow and a back up water source to the well. A local well would eliminate the detention time in the water transmission main (6 days) improving water quality and most likely eliminating the need for the WPSC suggested chlorine booster station. Presuming a pumping capacity of 500 gpm, and a location on the eastside, the estimated cost of constructing a new well facility is approximately \$690,000. The estimated cost include geophysical study, test well, aquifer and water quality testing, well site investigation report, construction of the production well, well house, SCADA system updates, and water main connection to the distribution system. The estimated costs of the well houses include the well pump, separate chemical feed room, piping, valves and controls.

It should be mentioned that this alternative requires the modifying the forty year whole sale water agreement with the City of Wausau Water Works for emergency water sales only. Discussions with the City of Wausau Water Works are recommended to determine if they would be agreeable to modifying the agreement for emergency service only.

This alternative, as well as those that follow, should include repair of water main breaks which occurred during spring of 2014. Presuming that 600 feet of water main on 1st Street and East Street needs to be replaced, the estimated cost to make these repairs is approximately \$90,000.

Also, this alternative and those that follow include the abandonment of Well 6. This well is currently allowed for emergency back up only due to the quality of water it produces. A replacement well is included in this, and following, alternatives. Since the water system master SCADA panel is located at Well 6, it is recommended that the building would remain. Based on the cost to abandon Well 1B, an estimated cost to abandon Well 6 is approximately \$20,000.

This alternative, as well as those that follow, should include a water main replacement project that replaces the four inch and six inch water main as needed to provide the recommended available fire flow throughout the system is recommended. A water system model could be created and used to determine the most economical water main replacement plan. Fire flow tests will need to be conducted to determine the actual fire flow available from the distribution system and to calibrate the water system model. The estimated cost to develop a water system computer model is \$7,500. Presuming that the four inch mains in 2nd Street are replaced with eight inch mains, and all of the six inch

mains on Everest Avenue are replaced with ten inch mains, the estimated replacement cost is \$421,000.

A summary of components and opinion of probable cost for this alternative follows.

Alternative No. 2 Components & Opinion of Probable Costs

<u>Components Description</u>	<u>Option of Probable Cost</u>
• Reconnect Pressure Tanks	\$ 5,000
• Demolishing Elevated Tank	\$ 40,000
• Well Site Search, Test Well & Investigation Report	\$ 60,000
• Eastside Well & Wellhouse	\$ 630,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• <u>Replace Water Mains</u>	<u>\$ 421,000</u>
Total Estimated Cost:	\$1,293,500

3. **Lower Elevated Tank Water Level, Booster Station & Two New Wells:** The major components of this alternative include lowering the water level in the elevated tank to 25,000 gallons, constructing a booster station, constructing two new water supply wells, and abandoning use of the existing water transmission main from Wausau.

The high water level in the elevated tank could be set such that the maximum water volume in the tank is 25,000 gallons which would provide 2.5 days of storage at the current average daily demand (10,000 gpd). The lower water level would result in static pressures less than the NR 811 required minimum of 35 psi. However, a booster station could be installed adjacent to the elevated tank to boost system pressures back to the acceptable values. The five 150 gallon existing pressure tanks located in the building next to the elevated tank could be placed back in operation to ensure proper cycle times for the new booster station pumps.

The two wells would eliminate reliance upon water from the City of Wausau, and the transmission main could be abandoned. This option would eliminate the detention time in the water transmission main (6 days) improving water quality. Also, if one well is constructed on the westside of the Village and one on the eastside, then each side of the Village would have an independent water supply source. This would eliminate concerns with one side of the Village being cut off from supply if the water main across the river was out of service. Presuming a pumping capacity of 500 gpm, and a location on the westside, the estimated cost of constructing a new well facility is approximately \$760,000. If a suitable well site with acceptable water quality is found on the eastside of the Village the estimated cost to construct a new well facility is approximately \$690,000. These estimated costs include geophysical study, test well, aquifer and

water quality testing, well site investigation report, construction of the production well, well house, SCADA system updates, and water main connection to the distribution system. The estimated costs of the well houses include the well pump, separate chemical feed room, piping, valves and controls.

This alternative requires the termination of the forty year whole sale water agreement with the City of Wausau Water Works. Per the terms of the agreement, the agreement may be terminated prior to forty years if both parties agree. However, discussion with the City of Wausau Water Works is recommended to determine if there would be any costs associated with terminating the agreement prematurely.

A summary of components and opinion of probable cost for this alternative follows.

Alternative No. 3 Components & Opinion of Probable Costs

<u>Components Description</u>	<u>Option of Probable Cost</u>
• Reconnect Pressure Tanks	\$ 5,000
• Booster Station	\$ 320,000
• Well Site Search, Test Well & Investigation Report	\$ 60,000
• Eastside Well & Wellhouse	\$ 630,000
• Well Site Search, Test Well & Investigation Report	\$ 60,000
• Westside Well & Wellhouse	\$ 700,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• <u>Replace Water Mains</u>	<u>\$ 421,000</u>
Total Estimated Cost:	\$2,333,500

4. **Lower Elevated Tank Water Level, Booster Station & One New Well:** This alternative is similar to Alternative #3 in that it includes lowering the water level in the elevated tank to 25,000 gallons, and constructing a booster station. However, it proposes constructing only one new water supply well, and keeping the existing water transmission main from Wausau for emergency supply only.

This alternative requires the modifying the forty year whole sale water agreement with the City of Wausau Water Works for emergency water sales only. Discussions with the City of Wausau Water Works are recommended to determine if they would be agreeable to modifying the agreement in this fashion.

A summary of components and opinion of probable cost for this alternative follows.

Alternative No. 4 Components & Opinion of Probable Costs

Components Description	Option of Probable Cost
• Reconnect Pressure Tanks	\$ 5,000
• Booster Station	\$ 320,000
• Well Site Search, Test Well & Investigation Report	\$ 60,000
• Eastside Well & Wellhouse	\$ 630,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• <u>Replace Water Mains</u>	<u>\$ 421,000</u>
Total Estimated Cost:	\$1,573,500

5. **Increase Elevated Tank Height & One New Well:** The major components of this alternative include raising the height of the elevated tank such that a maximum of 25,000 gallons is available at acceptable system pressures, constructing one new water supply well, and keeping the existing water transmission main from Wausau for emergency use only.

Concepts to modify the existing tank to reduce its volume, such as replacing the sphere, installing a baffle wall, filling part of the sphere, or raising the tank, were discussed with several elevated tank design, manufacturing and modification companies. Raising the elevated tank to reduce the storage volume and still maintain minimum system pressures was the only technically feasible alternative. Per discussion with Phoenix Fabricators and Erectors, the existing elevated tank could be raised such that a minimum system pressure of 40 psi could be maintained with a maximum storage volume of 25,000 gallons.

This alternative requires the modifying the forty year whole sale water agreement with the City of Wausau Water Works for emergency water sales only. Discussions with the City of Wausau Water Works are recommended to determine if they would be agreeable to modifying the agreement in this fashion.

Alternative No. 5 Components & Opinion of Probable Costs

Components Description	Option of Probable Cost
• Raise Elevated Tank	\$ 345,000
• Well Site Search, Test Well & Investigation Report	\$ 60,000
• Eastside Well & Wellhouse	\$ 630,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• <u>Replace Water Mains</u>	<u>\$ 421,000</u>
Total Estimated Cost:	\$1,593,500

**Table 2.5 – Water Supply, Storage & Distribution Systems Improvements
Alternatives Comparison Table**

Option Number	Option Name	Benefits	Cons	Estimated Construction Cost*	Water System Detention Time (days)
1	Status Quo	No Construction Costs	Poor water quality Freezing problems Economically unsustainable water wasting No water supply backup Stagnation & low fire flows due to dead end mains	\$ 578,000	30
2	Abandon Elevated Tank, Reconnect Pressure Tanks & One New Well	Improves water quality by eliminating elevated tank. Eliminates freezing concerns in elevated tank. Reduces need to flush water. New well provides back-up supply. Distribution system circulation improvement, better fire flows & fewer dead-end mains.	Significant estimated construction cost. Loose available fire flow storage due to abandonment of elevated tank. Loose elevated tank storage for potential future service areas. No back up supply for both sides of Village.	\$ 1,293,500	10
3	Lower Elevated Tank Water Level, Booster Station & Two New Wells	Improves water quality by maintaining appropriate volume & detention time (2.5 days) in elevated tank. Reduces freezing problems. Two wells provide redundant backup supply for both sides of Village. Keeps existing elevated tank. Distribution system circulation improvement, better fire flows & fewer dead-end mains.	Highest estimated construction cost alternative.	\$ 2,333,500	6.5
4	Lower Elevated Tank Water Level, Booster Station & One New Well	Improves water quality by maintaining appropriate volume & detention time (2.5 days) in elevated tank. Reduces freezing problems. Reduces need to flush water to waste. One new well provides backup supply. Keeps existing elevated tank. Distribution system circulation improvement, better fire flows & fewer dead-end mains.	Significant estimated construction cost. No back up supply for both sides of Village.	\$ 1,573,500	6.5
5	Increase Elevated Tank Height & One New Well	Improves water quality by maintaining appropriate volume & detention time (2.5 days) in elevated tank. Reduces freezing problems. Reduces need to flush water to waste. One new well provide backup supply. Keeps existing elevated tank. Allows larger potential future service areas. Distribution system circulation improvement, better fire flows & fewer dead-end mains.	Significant estimated construction cost. No back up supply for both sides of Village.	\$ 1,593,500	6.5

Table Note: * Alternative #1 (Status Quo) Estimated Construction Cost is the present worth value of the annual cost (\$38,000) for flushed/wasted water to prevent freezing and poor water quality over 20 years.

3.0 Wastewater Collection and Treatment Facilities

3.1. Existing Facilities Summary

3.1.1. Wastewater System WDNR WPDES Permit

The most recent Wisconsin Pollutant Discharge Elimination System (WPDES) permit (No. WI-0022136-08-0) issued by the Wisconsin Department of Natural Resources (WDNR) to the Village of Brokaw was issued on April 1, 2009. This permit establishes requirements for wastewater treatment facility (WWTF) influent and effluent sampling, monitoring, and reporting; WWTF operation; waste sludge disposal; and wastewater collection system maintenance. The permit expired March 31, 2014, and the WDNR has not yet issued a new permit. However, the Village still needs to comply with requirements of the current permit.

Permit Required WWTF Reporting: The reports that need to be submitted to the WDNR per the WPDES permit are shown in Table 3.1.1 below.

Table 3.1.1 – WPDES Permit Required Reporting

Report	Due Date
Wastewater Discharge Monitoring Report	Monthly
Compliance Maintenance Annual Report (CMAR)	June 30 th Annually
General Sludge Management Form 34500-48	Prior to any significant sludge management change.
Characteristic Form 3400-49 and Lab Report	January 31 following each year of analysis
Land Application Report Form 3400-55	January 31 following each year sludge is land applied
Report Form 3400-52	January 31 following each year sludge is land applied

Permit Required Collection System Maintenance: The WPDES permit requires that the Village inspect 20% of the manholes each year and list the defects found, and clean and televise 20% of the collection system sewers every two years and list defects found. The Village is required to submit a Collection System Maintenance Report annually that includes the results of manhole inspections and sewer televising, defects repaired, and remaining defects to be repaired.

3.1.2. Collection System

The collection system consists of a series of collection mains, manholes, two lift stations and their force mains. The collection system is divided into east and west sub-collection systems divided by the Wisconsin River. An 8" sewer suspended under the bridge over the river conveys wastewater from the westside to the eastside. The Village's wastewater treatment facility is located at the east end of Everest Avenue on the Village's eastside.

Based on the sanitary sewer system maps of the east and west sides of the Village, it appears that all of the sanitary mains are 8 inches in diameter. The more recently constructed sewers on the westside of the Village are plastic (PVC), while the majority of the sewers eastside are clay.

Everest Avenue Wastewater Pumping Station: The collection system includes a pumping station at the southwest corner of the intersection of 2nd Street and Everest Avenue. This station is composed of a wet well and dry well. The dry well is accessed through a manhole in the sidewalk and houses two pumps, valves, piping, and the controls. The pumps draw wastewater from the separate wet well and pump through a 4-inch diameter force main to a sanitary manhole east of the intersection of 1st Street and Everest Avenue. From there, wastewater flows by gravity to the Village's wastewater treatment facility at the east end of Everest Avenue.

4th Street Wastewater Pumping Station: There is a second pumping station in the collection system located on 4th Street north of the intersection of Park Avenue and 4th Street. This is a grinder station that serves four homes on 4th Street and discharges through 1 1/2" piping into 8" gravity sewer main at the grinder station manhole. This gravity main conveys the pumped wastewater south along 4th street and then into the rest of the Village's eastside collection system. Controls for this station are located in a weather-proof enclosure mounted on a power pole adjacent to the station on the westside of 4th Street.

3.1.3. Wastewater Treatment Facility

The Village's wastewater treatment facility (WWTF) is located at the east end of Everest Avenue. Preliminary treatment is provided by a comminutor, and secondary treatment is provided by an activated sludge packaged plant. The package plant has aeration basins encompassing a circular clarifier in the middle for solids removal. The packaged plant is covered by a fiberglass dome. The positive displacement aeration blowers are located in the lower level of the control building. There is a sludge settling tank just south of the packaged plant. Currently, the Village is receiving holding and septic tank waste from local haulers. This waste is pumped from the trucks and into the sludge settling tank. Decant from this tank is pumped to the head of the treatment plant. Treated effluent is discharged into a small side branch of the Wisconsin River.

3.2. Evaluation of Existing Wastewater Collection and Treatment Facilities

3.2.1. Collection System

The older eastside of the collection system is composed of 8" clay piping and brick/block manholes. The Village has completed closed circuit television (TV) inspections of the entire eastside of the collection system. Per TV inspections, there are several areas with invasive roots and infiltration of ground water through pipe joints. The TV inspections have revealed low spots in the main at the east end of Everest Avenue

near the WWTF. The Village has repaired a 60 feet long section of this main, but additional repairs/replacements are needed.

The Village has a manhole inspection program with periodic routine manhole inspections. Per these inspections, at least six manholes on the eastside of the collection system are in need of repair or replacement due to deteriorating conditions.

Per the Village's inspections of sewer piping and manholes on the westside, the newer PVC sanitary sewer and precast concrete manholes are in good condition. There is a 900 feet section of sanitary sewer on the westside that has not been inspected due to access issues.

Collection System Capacity: Sewerage from the westside is conveyed to the west end of the sewer main in Everest Avenue on the eastside. Also, the eastside of the Village drains to the sewer main in Everest Avenue. Therefore, the sewer main in Everest Avenue is the primary, or interceptor, sewer conveying wastewater to the WWTF. There is a pumping station on Everest Avenue near the Everest Avenue/2nd Street intersection. Wastewater is pumped from this station to gravity sewer at the east end of Everest Avenue which flows to the WWTF. The limiting capacity sewer section on Everest Avenue prior to the lift station has a slope of 0.38% and a corresponding capacity of 0.74 cubic feet per second (cfs). The Everest Avenue Pumping Station capacity is evaluated in the paragraph below. The limiting capacity sewer section on Everest Avenue downstream of the lift station is at a 0.50% slope and has a capacity of 0.85 cfs. A somewhat conservative estimate of the peak flow to the Everest Avenue interceptor sewer can be made by estimating the peak flow received at the WWTF. An estimate of the peak flow received at the WWTF can be made by applying a peaking factor of 4.0 to the average daily flows measured at the WWTF. Flows to the WWTF have been trending upward over the past three years. The highest estimated peak flow in the year 2014 is 0.64 cfs. The limiting capacity of the Everest Avenue Interceptor (0.74 cfs) is greater than this highest estimated peak flow of 0.64 cfs. Therefore, the Everest Avenue Interceptor has an available additional capacity of 0.10 cfs. This available capacity could be increased if steps are taken to reduce the source of clear water infiltration and inflow into the collection system.

Everest Avenue Wastewater Pumping Station:

This duplex (two pumps) pumping station is approximately 50 years old. The expected service life of the structural components of this type of lift station is thirty to forty years. One of the pumps was replaced four years ago, while the other pump is approximately ten years old. The expected service life of the pumps is 15 to 20 years. Per observations made by the Village's operator, this station is in need of replacement due to deteriorated piping, valves, and the structure. The cast iron force main is approximately 50 years old. The expected service life of buried cast iron piping is 50 to 75 years depending on the corrosiveness of the soil, ground water, and pumped sewerage.

The reported capacities of the two pumps in the Everest Avenue Station are 100 gallons per minute (gpm) and 150 gpm for Pumps Nos. 1 & 2 respectively. Per Chapter NR 110 of Wisconsin Administrative Code, the pumping station capacity with the largest pump out of service (the firm capacity) must meet the peak flow to the station. Therefore, the firm pumping capacity of the station is 100 gpm (0.22 cfs). This station receives flow from the entire westside of the Village and approximately 75% of the westside of the Village. A somewhat conservative estimate of the peak flow to the station can be made by estimating the peak flow received at the WWTF. An estimate of the peak flows received at the WWTF was explained in the "Collection System Capacity" paragraph above. There have been four months in the year 2014 in which the estimated peak flow to the WWTF (0.46, 0.64, 0.48 & 0.25 cfs) has exceeded the firm capacity of the Everest Avenue Pumping Station (0.22 cfs). The Village's operator mentioned that during the spring when infiltration and inflow into the collection system is high, the pumping station operates with both pumps and has difficulty keeping up with the influent flow. Per the year 2012 and 2014 Compliance Maintenance Annual Reports (CMARs), the Village has reported that this station has failed once each of these years. Therefore, it appears that this lift station has insufficient firm pumping capacity to convey the peak flows that it receives during wet weather conditions.

4th Street Wastewater Pumping Station: The pump in this simplex pumping station is approximately four years old. The expected service life of grinder pumps is 5 to 10 years. NR 110.14 of the Wisconsin Administrative Code allows up to 25 residential units to be served by a single grinder pump. However, typically grinder stations include two pumps so that if one pump fails, wastewater can still be pumped by the second pump. This station does not include any valves on the discharge piping. Typically, a pumping station will include a check valve and a shut-off valve on the discharge piping to prevent the force main from draining back into the wet well, and to facilitate pump removal respectively.

The reported pumping capacity of this station is 50 to 75 gpm. Considering the four single family home service area, and using typical wastewater generation and peaking factors, the pump in this station has adequate capacity to meet the estimated peak flow to the station.

3.2.2. Wastewater Treatment Facility

The equipment and structures at the WWTF appeared to be well maintained and in good condition. One of the blowers was observed to be leaking oil. If this condition continues and the proper amount of oil is not maintained in the blower, it could lead to premature failure of the blower.

Per documents provided by the WDNR, the average annual design flow of the WWTF is 34,600 gpd (0.0346 MGD), the maximum monthly design flow is 73,000 gpd (0.073 MGD), and the design biochemical oxygen demand (BOD) load is 52 lbs/day.

A review of the Compliance and Annual Maintenance Reports submitted to the WDNR over the past three years shows that influent flows and BOD loads received at the WWTF have been trending upward. **Table 3.2.2 – WWTF Influent Flows & BOD Loadings** can be found in the **Appendix**.

The average annual daily flow has gone from 11,833 gpd in 2012 to 24,067 gpd in 2013 and to 44,042 in 2014. There have been three months in 2014 (February, March & April) where the average monthly flow has exceeded the maximum monthly design flow of 0.073 MGD. This increasing trend in influent flows may be caused by increased amounts of infiltration and inflow in the wet weather spring months. Also, with the recent (2012) closing of the paper mill, customers have been running water to drains prevent freezing water supply pipes in the winter and to address water quality concerns in the summer due to the current over supply and storage condition. This additional clear water may be causing the increased influent flows to the WWTF over the past three years.

Similarly, influent BOD loads to the WWTF have been trending up over the past three years. The average annual daily BOD loading has increased from 29 lbs/day in 2012 to 59 lbs/day in 2013 and to 63 lbs/day in 2014. The average annual BOD loadings for 2013 (59 lbs/day) and 2014 (63 lbs/day) have exceeded the design BOD loading (52 lbs/day). The average monthly BOD loadings have exceeded the design BOD loading 16 months during the years 2013 to 2014. This increase in BOD loading may be attributed to the Village receiving increased amounts of septic and holding tank waste at the WWTF in an effort to compensate for the increased clear water received at the WWTF.

There were not permit effluent limit exceedances reported to the WDNR in the year 2012. However, there were monthly BOD limit exceedances in February, March, May and December, and a Total Suspended Solids (TSS) limit exceedance in December of 2013. In 2014, there were monthly BOD limit exceedances in January and February.

Per reporting documents provided by the WDNR, the WWTF has experienced difficulty maintaining the correct food to microorganism (F/M) ratio which has lead to effluent limit exceedances for BOD, total suspended solids (TSS) and pH. In the winter, this operational difficulty could be caused by the amount of clear water that the WWTF receives due to customers running water in an effort to prevent freezing. Thereby diluting the amount of food (organics) needed. Although septic and holding tank waste is received at the WWTF to increase the food and counter act the clear water dilution, the nature of this waste could plays a part in this operational difficulty. The strength of this waste can vary and is typically stronger than wastewater from the collection system. If not added gradually, this waste can upset the proper F/M ratio by introducing too much food. In addition, holding tank waste can sometimes contain substances that are toxic to the microorganisms in the WWTF's aeration tanks which can lead to too few microorganisms necessary for proper treatment.

3.2.3. Summary of Wastewater Systems Deficiencies and Operational Difficulties

1. The older eastside of the collection system is composed of 8" clay piping. Per TV inspections completed by the Village, there are several areas with invasive roots and infiltration of ground water through pipe joints.
2. TV inspections completed by the Village have revealed low spots in the sanitary sewer main at the east end of Everest Avenue near the WWTF. The Village has repaired a 60 feet long section of this main, but additional repairs/replacements are needed.
3. The older eastside of the collection system has brick/block manholes. Per inspections completed by the Village, at least six manholes on the eastside of the collection system are in need of repair or replacement due to deteriorating conditions.
4. There is a 900 feet section of sanitary sewer on the westside that has not been inspected due to access issues.
5. Everest Avenue Wastewater Pumping Station: This duplex (two pumps) pumping station is approximately 50 years old with an expected service life of thirty to forty years. Per observations made by the Village's operator, this station is in need of replacement due to deteriorated piping, valves, and the structure. Comparing the pumping capacity to the estimated peak flows to this station indicate that it has insufficient capacity for the peak flows that it receives during wet weather conditions. The cast iron force main is approximately 50 years old. The expected service life of buried cast iron piping is 50 to 75 years depending on the corrosiveness of the soil, ground water, and pumped sewerage.
6. 4th Street Wastewater Pumping Station: This is a simplex (one pump) pumping station. Typically, grinder stations include two pumps so that if one pump fails, wastewater can still be pumped by the second pump.
7. Wastewater Treatment Facility:
 - a. Influent flows have been trending upward over the past three years. It is suspected that the increased flows are due to increased infiltration and inflow as well as clear water from customers running water to waste due to freezing and water quality concerns. The increased clear water flows have made maintaining a proper food to microorganism (F/M) ratio difficult.
 - b. Although septic and holding tank waste is received at the WWTF to increase the food component of the F/M ratio and counteract the clear water dilution, the strength, variability, and potential toxicity of this waste plays a part in the current operational difficulties.
 - c. Due to the operational difficulties mentioned in a. and b. above, there have been several BOD and TSS effluent limit exceedances over the past two years.

- d. One of the blowers was observed to be leaking oil. If this condition continues and the proper amount of oil is not maintained in the blower, it could lead to premature failure of the blower.

3.3. Projects to Address Wastewater System Deficiencies and Operational Difficulties

1. The existing eastside clay sanitary sewer showing evidence of root intrusion and groundwater infiltration per TV inspections should be replaced to reduce groundwater infiltration into the collection system. If there are a limited number of structural failures and/or offset joints, a trenchless repair technology such as cured in place pipe liners (CIPP) could be used to eliminate the leaking joints. Trenchless pipe repair has the potential to be a less costly repair option as compared to traditional open trench pipe replacement. Presuming that 2,200 feet of sanitary sewer can be repaired by a CIPP liner, the estimated cost is approximately \$155,000.
2. The remaining unrepaired sanitary sewer main at the east end of Everest Avenue that has several low spots should be replaced. The low spots can lead to sediment deposit and partial to full plugging of the pipe. This condition reduces system capacity and can lead to sewer back-ups if full plugging occurs. Presuming that 300 feet of 8 inch sanitary sewer under asphalt pavement requires replacement, the estimated cost is approximately \$45,000.
3. The six deteriorated manholes on the eastside of the system should be repaired to reduce groundwater infiltration into the collection system. An estimated cost to fully replace the six sanitary manholes is approximately \$31,000. Depending on the extent of deterioration, rehabilitation, such as grouting or lining, may be a lower cost alternative to full structure replacement.
4. The 900 feet section of sanitary sewer on the westside that has not been inspected should be to determine its current condition. The estimated cost to complete the TV inspection is approximately \$5,000.
5. Everest Avenue Wastewater Pumping Station:
 - a. This 50 year old duplex pumping station is beyond its expected service life of thirty to forty years. The station should undergo a thorough inspection to determine the integrity of its structural components. If the structure is found to be sound and in acceptable condition, at a minimum, replacement of the deteriorated piping and valves should be considered. Otherwise, replacement with a new pumping station is recommended. A submersible pump station with an above ground controls enclosure is recommended to eliminate the need for confined space entry. The estimated cost of a new submersible pumping station is \$300,000.
 - b. The firm pumping capacity of this lift station should be increased to match the peak wet weather flows it currently receives. Sizing of these pumps should be coordinated with efforts to reduce infiltration and inflow into the collection system to ensure that the pumps do not become oversized in the future.
 - c. The 50 year old cast iron force main may be at the end of its expected service life depending on the corrosiveness of the soil, ground water, and pumped

sewerage. This force main should undergo a hydrostatic pressure test to determine if there are any leaks. Replacement is recommended if the force main does not hold pressure, the pumping capacity of the station is increased, or the station is completely replaced as recommended. The estimated cost to replace the approximately 550 feet long force main is \$70,000. The feasibility of trenchless replacement options such as pipe bursting should be evaluated to reduce replacement costs as compared to the traditional open trench method.

6. 4th Street Wastewater Pumping Station: Converting this simplex pumping station to a duplex station should be considered to ensure reliable operation of the station in the event of a pump failure. The estimated cost to add a second pump to this station is approximately \$20,000.
7. Wastewater Treatment Facility:
 - a. Repair or replacement of the leaking clay sanitary sewers as recommended in #1 of Section 5.2 above will help reduce the wet weather clear water received at the WWTF and provide easier operation during wet weather in the spring and summer months.
 - b. Alternatives taken to more closely match the consumptive demand and water system storage will help reduce clear water from customers running water into sanitary drains due to freezing and water quality concerns.
 - c. As explained in Section 3.2.2 above, adding septic and holding tank waste to the WWTF can help increase the “food” and counter act the dilution of the clear water. However, the strength, variability, and potential toxicity of this waste cause operational problems. The amount of this waste received should be immediately reduced such that the design BOD loading of the WWTF is not exceeded as it has been in 2013 and 2014.
 - d. As clear water is eliminated from the collection system, the amount of septic and holding tank waste received at the WWTF should be further reduced and eventually eliminated.
 - e. The aeration blower that is leaking oil should be repaired as soon as possible. This immediate repair will be less costly than full replacement due to eminent premature failure of the blower. The estimated cost to replace a leaking gasket in the blower is \$5,000, while the cost of new blower is estimated to be approximately \$7,000.

A summary of the recommended projects to address wastewater system deficiencies and operational difficulties along with an opinion of cost follows in the table below.

Table 3.3 Projects to Address Wastewater System Deficiencies and Operational Difficulties Summary

Project Number	Priority Ranking	Name	Description	Benefit	Estimated Cost
1	1	Reduce Amount of Septic Waste Received at Wastewater Treatment Facility	Immediately reduce the amount of septic waste received at the WWTF such that the design BOD loading of the WWTF is not exceeded as it has been in 2013 and 2014.	Permit exceedances due to BOD overloading will be avoided.	\$ -
2	1	Wastewater Treatment Facility Blower Repair	Rebuild the aeration blower that is leaking oil	Avoids unexpected, premature failure and full replacement cost.	\$ 5,000
3	2	Sanitary Sewer Rehabilitation by Cured-in-Place Pipe Liner:	Install CIPP liners into eastside clay sanitary sewers showing evidence of root intrusion and groundwater infiltration per TV inspections. Estimated cost presumes 2,200 feet needs lining.	Reduces groundwater infiltration into the collection system and received at the WWTF.	\$ 155,000
4	2	Everest Avenue Sanitary Sewer Replacement	Replace sanitary sewer with low spots. Estimated cost presumes 300 feet needs replacement.	Eliminates low spots that can cause sediment deposit, and partial to full plugging which leads to reduced system capacity and possibly sewer/basement back-ups if full plugging occurs.	\$ 45,000
5	3	Deteriorated Manhole Replacement	Replace six deteriorated manholes.	Reduces groundwater infiltration into the collection system and received at the WWTF.	\$ 31,000
6	4	Everest Avenue Pumping Station Replacement	Relocation and replacement of pumping station.	Replaces deteriorated and under capacity pumping station and relocates it to a more accessible location. Improves system reliability.	\$ 300,000
7	4	Everest Avenue Pumping Station Force Main Replacement	Replacement of existing force main piping.	Replaces deteriorated, 50 year old cast iron force main. Improves system reliability.	\$ 70,000
8	5	Add Pump to 4th Street Pumping Station	Add a second pump to the pumping station.	Ensures continued, reliable operation of the station in the event of a pump failure avoiding sewer/basement back-ups.	\$ 20,000
9	5	Westside TV Inspection	Televise 900 feet of previously uninspected sanitary sewer.	Provides information on current conditions of the sewer, and complies with WDNR permit requirement for inspection of the collection system.	\$ 5,000

4.0 Streets

4.1. Current Street Pavement Conditions

The Village streets include asphalt, concrete, and gravel pavement surfaces. The Transportation Information Center of the University of Wisconsin – Madison has developed a Pavement Surface Evaluation and Rating (PASER) system to assist municipalities with rating pavement conditions and setting priorities for maintenance and repairs. The Village completed the most recent PASER inspections in the year 2015. The resulting PASER ratings and the corresponding recommended maintenance and repair measures are shown in **Table 4.1** below.

Table 4.1 – Village of Brokaw Year 2015 Pavement Surface Evaluation and Ratings

Road	Location (From/To)	Road Material	PASER Surface Rating		Recommended Repair/Maintenance Measure
Falcon Drive	0.11 miles East of N 28th St to N 28th St	Cold Mix Asphalt Pavement	1	Failed	Pulverize & Overlay
Falcon Drive	N 28th St - 0.08 miles to East	Cold Mix Asphalt Pavement	2	Very Poor	Pulverize & Overlay
1st Street	East St to Everest Ave	Cold Mix Asphalt Pavement	3	Poor	Pulverize & Overlay
Lane Street	3rd St to 2nd St	Cold Mix Asphalt Pavement	3	Poor	Pulverize & Overlay
CTH WW	4th St to East St	Hot Mix Asphalt Pavement	4	Fair	Pulverize & Overlay
32nd Avenue N	0.12 miles N of Fleet Dr to Fleet Dr	Cold Mix Asphalt Pavement	4	Fair	Pulverize & Overlay
1st Street	Everest Ave to End	Cold Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
3rd Street	Park Ave to CTH WW	Cold Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
CTH WW	N 32nd Ave - 0.19 miles to East	Hot Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
Park Avenue	4th St to 3rd St	Cold Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
Everest Avenue	1st St to End	Hot Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
4th Street	CTH WW to Park Ave	Concrete Pavement	5	Fair	Joint Filling
4th Street	Park Ave to End	Cold Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
3rd Street	CTH WW to End	Hot Mix Asphalt Pavement	6	Good	Crack Fill & Seal Coat
2nd Street	CTH WW to End	Hot Mix Asphalt Pavement	6	Good	Crack Fill & Seal Coat
East Street	CTH WW to 1st St	Hot Mix Asphalt Pavement	6	Good	Crack Fill & Seal Coat
N 28th Avenue	CTH WW to Freedom Dr	Hot Mix Asphalt Pavement	6	Good	Crack Fill & Seal Coat
CTH WW	Ramp USH 51 to 4th St	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
N 28th Avenue	Freedom Dr to Flagstone Ln E	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
N 28th Avenue	Flagstone Ln E to Falcon Dr	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
N 30th Avenue	Flagstone Ln W to End	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
32nd Avenue N	2 Sections N of Falcon Dr	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
Everest Avenue	CTH WW/2nd St to 1st St	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
Flagstone Lane E	Flagstone Ln W/N 30th Ave to N 28th Ave	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
Flagstone Lane W	N 32nd Ave to Flagstone Ln E/N 30th Ave	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
Frontier Drive	End to N 28th Ave	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
CTH WW	East St to End	Hot Mix Asphalt Pavement	8	Very Good	No maintenance required
26th Avenue	Frontier Dr to Freedom Dr	Gravel Road	3	Fair	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.
Freedom Drive	N 28th Ave to 26th Ave	Gravel Road	3	Fair	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.
Frontier Drive	N 28th Ave to 26th Ave	Gravel Road	3	Fair	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.

4.2. Street Repair and Maintenance Options

Pulverize & Overlay is repair work that includes pulverizing the existing asphalt pavement, proof-rolling with a loaded dump truck to find soft subgrade locations, excavation of soft subgrade and replacement with granular material, reshaping of the pulverized base and hauling off excess pulverized material, and repaving with a binder and surface course of asphaltic pavement. This repair method is recommended for streets with a PASER surface rating less than 5², and may be advisable for streets with a PASER rating of 5 in some cases.

Seal Coating is a preventative maintenance measure for existing asphalt pavements in good condition. A seal coat, or often called “chip seal” is composed of an application of asphalt sprayed onto the existing pavement and then a layer of uniform sized aggregate. The asphalt seals the existing pavement surface while the aggregate carries traffic. Seal coating can extend the life of the pavement another five to eight years³. This method of maintenance is recommended for streets with a PASER surface rating of 5 and 6², except pulverize and overlay may be warranted in some cases for pavement with a rating of 5.

Crack Filling is a routine maintenance measure that seals cracks which are more than ¼” wide with rubberized asphalt. Sealing cracks prevents moisture from entering the asphalt and reduces the rate of deterioration. This method of maintenance is recommended for streets with a PASER surface rating of 6 and 7².

Recommended repair and maintenance measures for each street are shown in **Table 4.1** above. An opinion of probable costs for these repair and maintenance measures is shown in **Table 4.2** below.

² PASER Manual – Asphalt Roads. 2013. Transportation Information Center, University of Wisconsin-Madison.

³ Wisconsin Transportation Bulletin No. 10 – Seal Coating and Other Asphalt Surface Treatments. 1992. Transportation Information Center, University of Wisconsin-Madison.

Table 4.2 – Street Repair and Maintenance Opinion of Probable Costs

Road	Location (From/To)	Length (miles)	Width (feet)	Area (sq)	Road Material	Recommended Repair/Maintenance Measure	Repair Cost/SY	Repair Cost
Falcon Drive	0.11 miles East of N 28th St to N 28th St	0.11	22	1,420	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 42,600
Falcon Drive	N 28th St - 0.08 miles to East	0.08	22	1,033	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 30,980
1st Street	East St to Everest Ave	0.05	36	1,056	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 31,680
Lane Street	3rd St to 2nd St	0.06	18	634	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 19,010
CIH WW	4th St to East St	0.35	22	4,517	Hot Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 135,520
32nd Avenue N	0.12 miles N of Fleet Dr to Fleet Dr	0.12	20	1,408	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 42,240
1st Street	Everest Ave to End	0.04	36	845	Cold Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 2,250
3rd Street	Park Ave to CIH WW	0.05	34	997	Cold Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 2,660
CIH WW	N 32nd Ave - 0.19 miles to East	0.19	22	2,452	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 6,530
Park Avenue	4th St to 3rd St	0.23	34	4,588	Cold Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 12,210
Everest Avenue	1st St to End	0.16	34	3,191	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 8,490
4th Street	CIH WW to Park Ave	0.03	32	563	Concrete Pavement	Joint filling	\$ 0.66	\$ 380
4th Street	Park Ave to End	0.14	32	2,628	Cold Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 7,000
3rd Street	CIH WW to End	0.05	40	1,173	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 3,130
2nd Street	CIH WW to End	0.05	36	1,056	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 2,810
East Street	CIH WW to 1st St	0.06	36	1,267	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 3,380
N 28th Avenue	CIH WW to Freedom Dr	0.08	37	1,737	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 4,620
CIH WW	Ramp USH 51 to 4th St	0.32	22	4,130	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 2,730
N 28th Avenue	Freedom Dr to Flagstone Ln E	0.18	37	3,907	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 2,580
N 28th Avenue	Flagstone Ln E to Falcon Dr	0.29	33	5,614	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 3,710
N 30th Avenue	Flagstone Ln W to End	0.02	33	387	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 260
32nd Avenue N	2 Sections N of Falcon Dr	0.06	22	774	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 520
Everest Avenue	CIH WW/2nd St to 1st St	0.06	34	1,197	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 790
Flagstone Lane E	Flagstone Ln W/N 30th Ave to N 28th Ave	0.14	33	2,710	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 1,790
Flagstone Lane W	N 32nd Ave to Flagstone Ln E/N 30th Ave	0.09	33	1,742	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 1,150
Frontier Drive	End to N 28th Ave	0.09	24	1,267	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 840
CIH WW	East St to End	0.44	22	5,679	Hot Mix Asphalt Pavement	No maintenance required	\$ -	\$ -
26th Avenue	Frontier Dr to Freedom Dr	0.08	24	1,126	Gravel Road	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 11,270
Freedom Drive	N 28th Ave to 26th Ave	0.10	24	1,408	Gravel Road	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 14,080
Frontier Drive	N 28th Ave to 26th Ave	0.10	24	1,408	Gravel Road	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 14,080

5.0 Stormwater Management System

5.1. Existing Facilities Summary

The Village does not have a stormwater management system map or any copies of plans for the existing storm sewers on file. Inlet locations were obtained from observations made during a site visit and available aerial images. Locations of major storm sewers and outfalls, as well as materials of construction of the storm sewers, were obtained from discussions with the Village's Public Works Systems Operator, Charlie Blarek.

The stormwater management system on the Village's eastside consists of concrete pipes with brick inlet and manhole structures. Per the Village's System Operator, it is likely that the eastside piping and structures were installed in the 1950's or 1960's. The eastside storm sewer system discharges to the Wisconsin River at three separate locations. The eastside drainage patterns and approximate locations of inlets, major storm sewers, and outfalls are shown in **Figure 5.1.A** below.

Development on the westside of the Village began in 2002. As a result, the existing storm sewers, inlets and manholes should have been constructed of precast concrete. The majority of the stormwater on the westside of the Village is conveyed to a stormwater management pond and released to a drainage swale that eventually flows to the Wisconsin River. The westside drainage patterns and approximate locations of inlets, major storm sewers, and outfalls are shown in **Figure 5.1.B** below.

Figure 5.1.A – Village of Brokaw Eastside Storm Sewer System Schematic

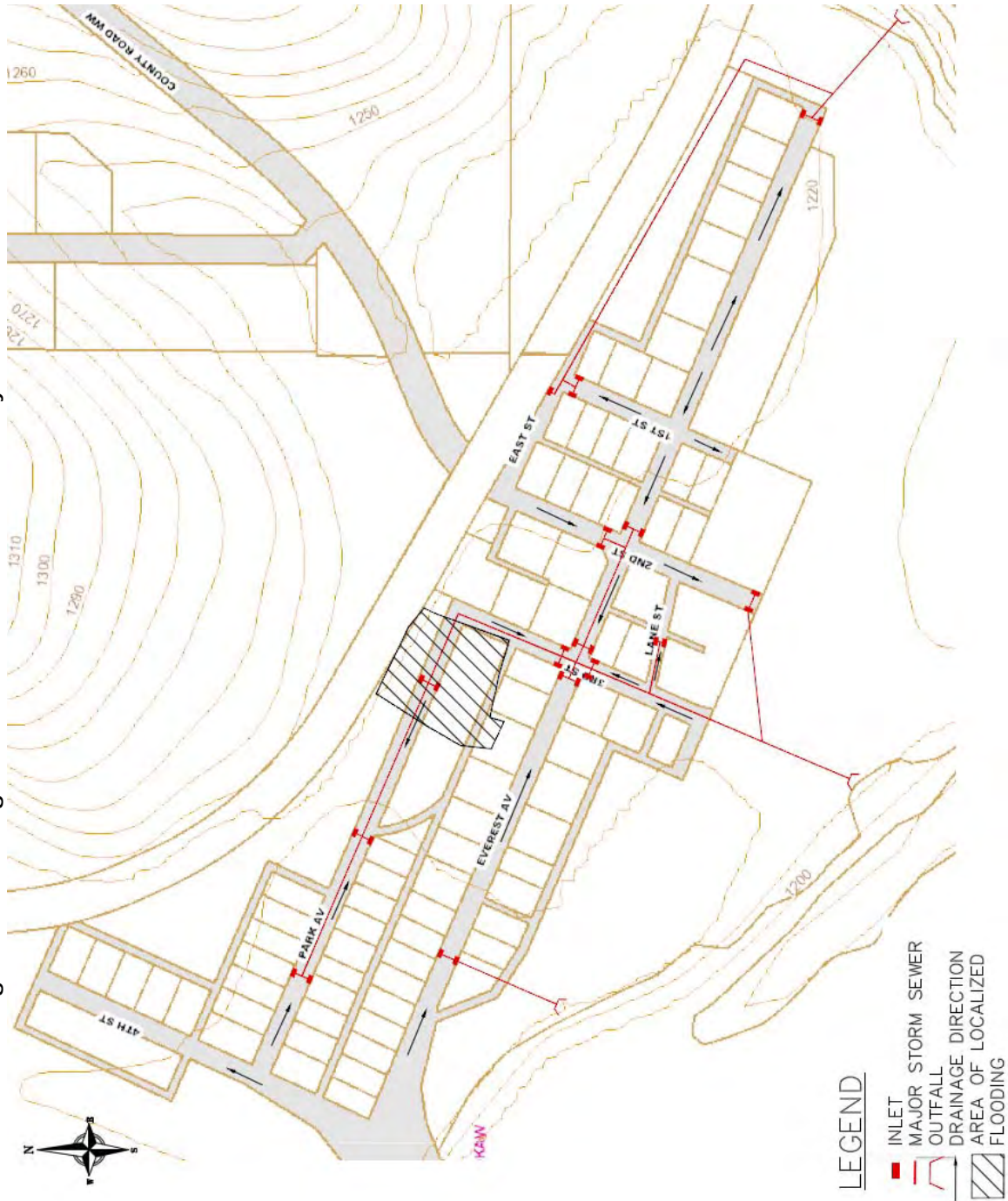
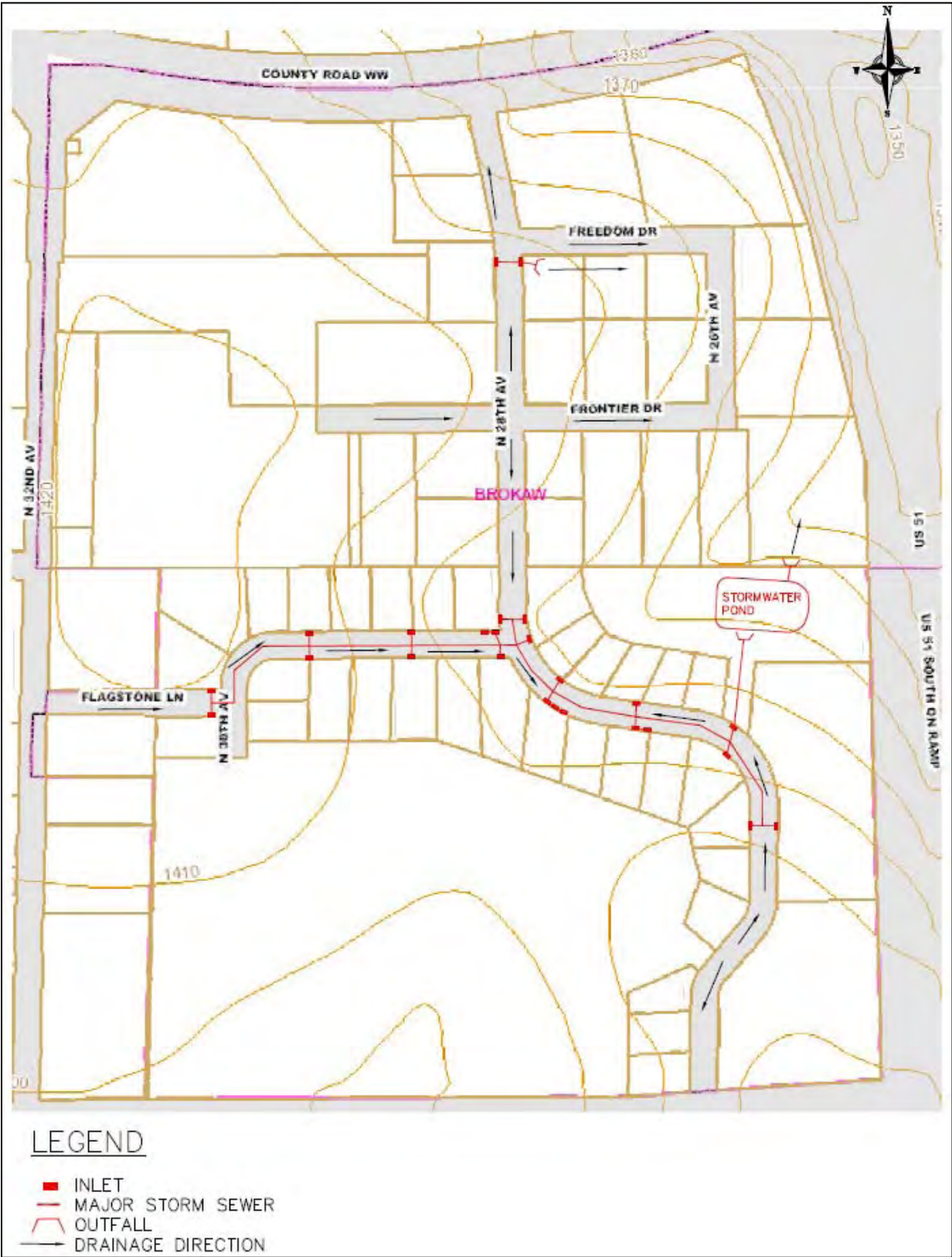


Figure 5.1.B – Village of Brokaw Westside Storm Sewer System Schematic



5.2. Stormwater Management System Evaluation

The Village inspects the stormwater inlets on an annual basis. Inlets found to contain significant amounts of sediment and/or debris are cleaned at that time as well. Inlets found with deterioration are noted during the inspections. As a result, several of the brick inlets on the eastside have been rebuilt over the years. Currently, the Village does not inspect the storm sewer piping.

Since a system map or as-built plans showing pipe sizes and slopes are not available, the capacity of the stormwater management system cannot be evaluated without completing a topographic survey of the system. A topographic survey of the storm sewer system is beyond the scope of this study.

Per information provided by the Village's utility systems operator, there has been one location of localized flooding over the past two years. On three occasions of significantly heavy rainfall, the southeast end of the park on along Park Avenue on the Village's east side has flooded. Also, the flooded area has included a single family lot which backs up to the park. The approximate area of flooding is shown Figure 7.1.A above. The Village operator reports that the existing 48 inch storm sewer in 3rd Street and the 15 inch storm sewer in Park Street are full during the flooding events.

5.3. WDNR Municipal Separate Storm Sewer System (MS4) Permit

Subchapter NR 216.02(3) of the Wisconsin Administrative Code Chapter requires municipal separate storm sewer systems (MS4) located in urbanized areas as defined by the U.S. Bureau of the Census to obtain coverage under a WPDES municipal stormwater permit under Chapter NR 216. The Village of Brokaw is within an urbanized area as defined by the U.S. Bureau of the Census. However, per discussions with Brad Johnson of the WDNR, the Village meets the requirements outlined in subchapter NR 216.023 for the WDNR to waive the requirement to obtain permit coverage under NR 216. Therefore, currently, the Village does not need to obtain a MS4 permit from the WDNR.

However, the Town of Maine has become a village and entered into a cooperative boundary agreement with the Village of Brokaw and the Town of Texas that brings the Village of Brokaw into the new Village of Maine, bringing in additional Wausau urbanized area. The population of the new Village with the added territory will be slightly less than 10,000. A population greater than 10,000 is one of the criteria requiring coverage under a WPDES municipal stormwater permit (MS4 Permit) under Chapter NR 216. However, there are several other criteria to be considered to determine if the new Village of Maine would require an MS4 Permit. Per discussions with Brad Johnson of the WDNR, it is not likely that the new Village of Maine will meet the other criteria which would require an MS4 Permit.

5.4. Projects to Address Stormwater System Deficiencies and Operational Difficulties

1. **Stormwater Management System Map:** It is recommended that a system map be completed for the Village of Brokaw's current stormwater management facilities. The system map will aid the Village in tracking maintenance measures, identifying capacity limitations, and locating the facilities in the field. The estimated cost to develop a stormwater management facilities system map is approximately \$5,000

2. **Park Avenue & 3rd Street Storm Sewer Improvements:** Additional storm sewer inlets at the southeast end of Park Street, upsizing storm sewer in the southeast end of Park Street, and upsizing storm sewer in 3rd Street could alleviate the occasional localized flooding. This alternative includes a stormwater study which estimates stormwater run off and storm sewer system capacity, compares system upgrade alternatives, and makes recommendations to alleviate flooding. The estimated cost to complete the stormwater study is approximately \$2,900.

Presuming that the storm water study recommends adding two more inlets to Park Street, upsizing the Park Street 15 inch sewer to 24 inches and the 3rd Street 48 inch sewer to 60 inches, the estimated cost to construct these improvements is approximately \$470,000.

A summary of the recommended projects to address wastewater system deficiencies and operational difficulties along with an opinion of cost follows in the table below.

Table 5.4 Projects to Address Stormwater System Deficiencies and Operational Difficulties Summary

Project Number	Priority Ranking	Name	Description	Benefit	Estimated Cost
1	1	Stormwater Management Facilities System Map	Draft a computer drafted (AutoCAD) map of the stormwater management facilities based on a topographic field survey.	Aids in tracking maintenance measures, identifying capacity limitations, and locating facilities in the field.	\$ 5,000
2	2	Park Avenue & 3rd Street Storm Sewer Study	Complete a study which estimates stormwater run off and storm sewer system capacity, compares system upgrade alternatives, and makes recommendations to alleviate flooding.	Provides recommendations on storm sewer system improvements needed to alleviate localized flooding at the southeast end of Park Street.	\$ 2,900
3	2	Park Avenue & 3rd Street Storm Sewer Improvements	Add inlets in Park Avenue, upsize storm sewers in Park Ave. & 3rd Street. Presumes that detailed design analysis indicates adding two more inlets to Park Street, upsizing the Park Street 15 inch sewer to 24 inches and the 3rd Street 48 inch sewer to 60 inches is needed.	Alleviates the localized flooding at the southeast end of Park Street.	\$ 470,000

6.0 Recommendations

6.1. Water Supply, Storage and Distribution System

Section 2.5 above presented five alternatives to address deficiencies and operational difficulties of the water supply, storage and distribution system. The recommended alternative is *No. 5 - Increase Elevated Tank Height & One New Well*. The major components that the alternative includes are raising the height of the elevated tank such that a maximum of 25,000 gallons is available at acceptable system pressures, constructing one new water supply well, and keeping the existing water transmission main from Wausau for emergency use only.

A summary of components and opinion of probable cost for this recommended alternative follows.

**Table 6.1 - Recommended Water Supply, Storage and Distribution System
Alternative Components & Opinion of Probable Costs**

Components Description	Option of Probable Cost
• Raise Elevated Tank	\$ 345,000
• Well Site Search, Test Well & Investigation Report	\$ 60,000
• Eastside Well & Wellhouse	\$ 630,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• Replace Water Mains	\$ 421,000
Total Estimated Cost:	\$1,593,500

6.2. Wastewater Collection and Treatment System

Section 3.3 and Table 3.3 above presented nine projects to address deficiencies and operational difficulties of the wastewater collection and treatment systems. For convenience, these recommended projects are shown again in **Table 6.2** below. It is recommended that the Village pursue completing all of the projects presented in a prioritized approach.

The two Priority 1 projects (blower rebuild & reducing septic volumes) should be completed as soon as possible this year to ensure proper operation of the WWTF.

Annual progress on the Priority 2 & 3 projects (sewer and manhole rehabilitation) is recommended with the goal of completing these projects within the next five years to significantly reduce the amount of clear water infiltration and inflow into the collection system and received at the WWTF.

Priority 4 is the replacement of the Everest Avenue pumping station and force main. It is recommended that planning for these projects be started within the next few years with the goal of replacement of these facilities within the next five to ten years.

The addition of a second pump to the 4th Street pumping station and televising the 900 feet of uninspected sewer on the west side are ranked as Priority 5. Completion of these projects is recommended sometime over the next ten years.

Table 6.2 – Recommended Projects Wastewater Collection and Treatment System

Project Number	Priority Ranking	Name	Description	Benefit	Estimated Cost
1	1	Reduce Amount of Septic Waste Received at Wastewater Treatment Facility	Immediately reduce the amount of septic waste received at the WWTF such that the design BOD loading of the WWTF is not exceeded as it has been in 2013 and 2014.	Permit exceedances due to BOD overloading will be avoided.	\$ -
2	1	Wastewater Treatment Facility Blower Repair	Rebuild the aeration blower that is leaking oil	Avoids unexpected, premature failure and full replacement cost.	\$ 5,000
3	2	Sanitary Sewer Rehabilitation by Cured-in-Place Pipe Liner:	Install CIPP liners into eastside clay sanitary sewers showing evidence of root intrusion and groundwater infiltration per TV inspections. Estimated cost presumes 2,200 feet needs lining.	Reduces groundwater infiltration into the collection system and received at the WWTF.	\$ 155,000
4	2	Everest Avenue Sanitary Sewer Replacement	Replace sanitary sewer with low spots. Estimated cost presumes 300 feet needs replacement.	Eliminates low spots that can cause sediment deposit, and partial to full plugging which leads to reduced system capacity and possibly sewer/basement back-ups if full plugging occurs.	\$ 45,000
5	3	Deteriorated Manhole Replacement	Replace six deteriorated manholes.	Reduces groundwater infiltration into the collection system and received at the WWTF.	\$ 31,000
6	4	Everest Avenue Pumping Station Replacement	Relocation and replacement of pumping station.	Replaces deteriorated and under capacity pumping station and relocates it to a more accessible location. Improves system reliability.	\$ 300,000
7	4	Everest Avenue Pumping Station Force Main Replacement	Replacement of existing force main piping.	Replaces deteriorated, 50 year old cast iron force main. Improves system reliability.	\$ 70,000
8	5	Add Pump to 4th Street Pumping Station	Add a second pump to the pumping station.	Ensures continued, reliable operation of the station in the event of a pump failure avoiding sewer/basement back-ups.	\$ 20,000
9	5	Westside TV Inspection	Televise 900 feet of previously uninspected sanitary sewer.	Provides information on current conditions of the sewer, and complies with WDNR permit requirement for inspection of the collection system.	\$ 5,000

6.3. Streets

Section 4.0 and Table 4.2 above presented recommended repair and maintenance projects for each street. For convenience, these recommendations are shown again in **Table 6.3** below. It is recommended that the Village completes one street repair (pulverize and overlay) project each year over the next six years to repair streets with a PASER rating of 4 or less. It is further recommended that the Village completes a street maintenance project (crack filling & seal coating) annually for streets with a PASER rating of 5 to 7. A recommended schedule based on the current PASER ratings is shown in **Table 6.3 below**. This schedule should be reprioritized annually based on annual street inspections and updated PASER ratings.

Table 6.3 Recommended Street Repair and Maintenance Schedule

Road	Location (From/To)	Road Material	PASER Surface Rating	Recommended Repair/Maintenance Measure	Estimated Repair Cost/SY	Estimated Total Repair Cost	Repair Year
Falcon Drive	0.11 miles East of N 28th St to N 28th St	Cold Mix Asphalt Pavement	1	Pulverize & Overlay	\$ 30.00	\$ 42,600	2016
Falcon Drive	N 28th St - 0.08 miles to East	Cold Mix Asphalt Pavement	2	Pulverize & Overlay	\$ 30.00	\$ 30,980	2017
1st Street	East St to Everest Ave	Cold Mix Asphalt Pavement	3	Pulverize & Overlay	\$ 30.00	\$ 31,680	2018
Lane Street	3rd St to 2nd St	Cold Mix Asphalt Pavement	3	Pulverize & Overlay	\$ 30.00	\$ 19,010	2019
CIH WW	4th St to East St	Hot Mix Asphalt Pavement	4	Pulverize & Overlay	\$ 30.00	\$ 135,520	2020/2021
32nd Avenue N	0.12 miles N of Fleet Dr to Fleet Dr	Cold Mix Asphalt Pavement	4	Pulverize & Overlay	\$ 30.00	\$ 42,240	2022
1st Street	Everest Ave to End	Cold Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 2,250	2016
3rd Street	Park Ave to CIH WW	Cold Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 2,660	2017
CIH WW	N 32nd Ave - 0.19 miles to East	Hot Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 6,530	2017
Park Avenue	4th St to 3rd St	Cold Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 12,210	2018
Everest Avenue	1st St to End	Hot Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 8,490	2019
4th Street	CIH WW to Park Ave	Concrete Pavement	5	Joint Filling	\$ 0.66	\$ 380	2020
4th Street	Park Ave to End	Cold Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 7,000	2021
3rd Street	CIH WW to End	Hot Mix Asphalt Pavement	6	Crack Fill & Seal Coat	\$ 2.66	\$ 3,130	2021
2nd Street	CIH WW to End	Hot Mix Asphalt Pavement	6	Crack Fill & Seal Coat	\$ 2.66	\$ 2,810	2021
East Street	CIH WW to 1st St	Hot Mix Asphalt Pavement	6	Crack Fill & Seal Coat	\$ 2.66	\$ 3,380	2022
N 28th Avenue	CIH WW to Freedom Dr	Hot Mix Asphalt Pavement	6	Crack Fill & Seal Coat	\$ 2.66	\$ 4,620	2022
CIH WW	Ramp USH 51 to 4th St	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 2,730	2016
N 28th Avenue	Freedom Dr to Flagstone Ln E	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 2,580	2017
N 30th Avenue	Flagstone Ln E to Falcon Dr	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 3,710	2018
N 30th Avenue	Flagstone Ln W to End	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 260	2019
32nd Avenue N	2 Sections N of Falcon Dr	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 520	2019
Everest Avenue	CIH WW/2nd St to 1st St	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 790	2019
Flagstone Lane E	Flagstone Ln W/N 30th Ave to N 28th Ave	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 1,790	2019
Flagstone Lane W	N 32nd Ave to Flagstone Ln E/N 30th Ave	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 1,150	2020
Frontier Drive	End to N 28th Ave	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 840	2020
CIH WW	East St to End	Hot Mix Asphalt Pavement	8	No maintenance required	\$ -	\$ -	-
26th Avenue	Frontier Dr to Freedom Dr	Gravel Road	3	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 11,270	2017
Freedom Drive	N 28th Ave to 26th Ave	Gravel Road	3	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 14,080	2018
Frontier Drive	N 28th Ave to 26th Ave	Gravel Road	3	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 14,080	2019

Based on the schedule in **Table 6.3** above, the recommended annual street repair and maintenance budget for the next seven years is shown in Table 6.3.1 below.

Table 6.3.1 – Recommended Annual Street Repair & Maintenance Budgets

Year	Estimated Annual Budget
2016	\$ 50,240
2017	\$ 51,360
2018	\$ 61,680
2019	\$ 44,940
2020	\$ 77,130
2021	\$ 73,700
2022	\$ 50,240

6.4. Stormwater Management Systems

Section 5.4 and Table 5.4 above presented three projects to address deficiencies and operational difficulties of the stormwater management systems. For convenience, these recommended projects are shown again in **Table 6.4** below. It is recommended that the Village pursue completing all of the projects presented in a prioritized approach.

It is recommended that the Village complete the Priority 1 project (System Map) within the next year. The system map will aid in tracking maintenance measures, identifying capacity limitations, locating facilities in the field, and has a relatively low cost. The estimated cost of this system map is approximately \$5,000.

The second priority focuses on the periodic flooding of the east end of Park Street, the Village Park, and an adjacent single family lot. This project includes a stormwater study which estimates stormwater run off and storm sewer system capacity, compares system upgrade alternatives, and makes recommendations to alleviate flooding. It is recommended that this study be completed as soon as the storm sewer system map is available to provide information needed to determine sewer capacities. The estimated cost of the study is approximately \$2,900.

The third project is to complete the storm sewer upgrades as recommended by the completed study. For purposes of cost estimating, it was presumed that the study would recommend adding two inlets to the end of Park Avenue, up sizing the Park Street 15 inch sewer to 24 inches, and upsizing the 3rd Street 48 inch sewer to 60 inches. The cost of these presumed improvements is approximately \$470,000.

Table 6.4 – Recommended Projects Stormwater Management Systems

Project Number	Priority Ranking	Name	Description	Benefit	Estimated Cost
1	1	Stormwater Management Facilities System Map	Draft a computer drafted (AutoCAD) map of the stormwater management facilities based on a topographic field survey.	Aids in tracking maintenance measures, identifying capacity limitations, and locating facilities in the field.	\$ 5,000
2	2	Park Avenue & 3rd Street Storm Sewer Study	Complete a study which estimates stormwater run off and storm sewer system capacity, compares system upgrade alternatives, and makes recommendations to alleviate flooding.	Provides recommendations on storm sewer system improvements needed to alleviate localized flooding at the southeast end of Park Street.	\$ 2,900
3	2	Park Avenue & 3rd Street Storm Sewer Improvements	Add inlets in Park Avenue, upsize storm sewers in Park Ave. & 3rd Street. Presumes that detailed design analysis indicates adding two more inlets to Park Street, upsizing the Park Street 15 inch sewer to 24 inches and the 3rd Street 48 inch sewer to 60 inches is needed.	Alleviates the localized flooding at the southeast end of Park Street.	\$ 470,000

7.0 Potential Future Service Areas

7.1. Capacity Available for Future Service Areas

7.1.1. Available Water Supply & Storage Capacity

As was explained in Section 2.4 above, the following Engineering Design Criteria will be used to evaluate the capacity of the water supply and storage system:

1. The peak hour demand should be provided by supply capacity.
2. The peak hour demand plus fire flow demand should be available from supply and storage capacity.
3. The average daily demand should be available from storage.

Current Conditions Available Capacity:

As was stated in Section 2.4.1 above, currently, the Village has a water supply capacity of 750 gpm from the booster station and transmission main from the Wausau Water Works, and a peak hour demand of 35 gpm. Therefore, there is 715 gpm of available water supply for future service areas per the first criteria.

Per the analysis completed in Section 2.4.2 above, 94,200 gallons of storage is required to provide 1,500 gpm of fire flow for two hours during the peak hour condition. Therefore, the effective storage (80%) of the 200,000 gallon elevated storage tank (160,000 gallons) has 65,800 gallons of available storage for future service areas per the second criteria.

The Village's current average daily demand is 10,000 gallons per day, while the total storage of the elevated tank is 200,000 gallons. Therefore, there is 190,000 gallons of available storage for future service areas per the third criteria.

Utilizing the year 2014 water demands as a basis to project future water demands, and the above Engineering Design Criteria, it is estimated that the current water supply and storage system has an available capacity to provide service to approximately 2,065 additional dwelling units.

Recommended Alternative #5 Available Capacity:

The recommended alternative to address the water system's deficiencies and operational difficulties includes raising the elevated tank such that a maximum of 25,000 gallons would be available at a minimum system pressure of 40 psi. A new 500 gpm well would be constructed and the Wausau transmission main (750 gpm) would be available for emergency (fire flow) situations. These system conditions would provide the Village with 1,200 gpm for a two hour fire flow duration under the peak hourly demand per the second Engineering Design Criteria. Adding additional service area would result in lower available fire flows if storage is maintained at 25,000 gpm. However, as growth occurs, the water level/storage volume in the elevated tank could be increased which would increase the available fire flow. Using this tactic to pace storage with growth could eventually provide service up to an additional 2,065 dwelling units.

7.1.2. Water Supply & Storage System Static Pressure Service Area

Subsection NR 811.66 of the Wisconsin Administrative Code allows pressures within the distribution system to range from 35 psi to 100 psi. In areas with pressures less than 35 psi, a high pressure zone must be established by means of a booster pump. In areas with pressures greater than 100 psi, pressure reducing valves are required. It is recommended that the minimum system pressure be set at 40 psi to help reduce customer concerns and problems associated with low pressure.

Based on the current elevated tank low and high water levels elevations of 1501.75 and 1530.00 respectively, a pressure range of 40 to 100 psi could be maintained in areas ranging in elevations from 1300.00 to 1410.00. Pressure reducing valve(s) would be required to server areas with elevations less than 1300.00, and a booster pump would required to serve areas with elevations greater than 1410.00.

If the elevated tank were raised approximately 20 feet and operated at a maximum volume of 25,000 gallons per the recommended Alternative No. 5, a pressure range of 40 to 100 psi could be maintained in areas ranging in elevations from 1300.00 to 1430.00. Pressure reducing valve(s) would be required to server areas with elevations less than 1300.00, and a booster pump would be required to serve areas with elevations greater than 1430.00.

The resulting potential future water service areas based on these pressures/elevations is shown in **Figure 7.0 – Potential Future Service Areas** found in the **Appendix**. Areas in the figure shown in dark green could be served under the existing conditions. Areas in light green are additional areas that could be served if the elevated tank were raised per the recommended Alternative No. 5. Yellow areas require pressure reducing valves, and areas in orange would require a boosted pressure zone. It should be noted that

elevated storage is required by Subsection NR 811.66 for boosted pressure zones with over fifty dwelling units.

7.1.3. Wastewater

The average annual design flow of the WWTF is 34,600 gpd (0.0346 MGD), the maximum monthly design flow is 73,000 gpd (0.073 MGD), and the design biochemical oxygen demand (BOD) load is 52 lbs/day. As was discussed in Section rearrange 3.2.2 above, the average annual flow to the wastewater treatment facility (WWTF) has been trending upward over the past three years: 34%, 70% & 127% of the average annual design flow respectively. Similarly, influent BOD loads to the WWTF have been trending upward over the past three years: 56%, 113% & 121% of the annual average design BOD respectively. These upward trends appear to be from infiltration and inflow in wet weather conditions, running tap water to waste to prevent freezing and poor water quality, and septic waste received at the WWTF. It is recommended that the amount of septic waste received at the WWTF be reduced and that the recommended projects to reduce infiltration and inflow are initiated before adding additional service area is considered. Once these projects show a decrease in influent flow and BOD loadings, serving additional service areas can be considered.

For the purposes of estimating capacity available for future service areas it will be presumed that reducing/eliminating influent septic waste and I/I reduction projects will reduce influent flow and BOD loadings to levels realized in the year 2012: 12,000 gpd average annual flow and an average annual BOD load of 29 lbs/day. Considering year 2014 residential water sales, an allowance for infiltration and inflow, and a typical per capita BOD generation factor, the wastewater treatment facility would have remaining capacity for 67 additional single family dwelling units. **Detailed capacity calculations** can be found in the **Appendix**.

7.1.4. Potential Future Service Area Available Capacity Analysis Summary

While the water supply and storage system has remaining capacity to serve up to 2,065 additional dwelling units, the Wastewater Treatment Facility (WWTF) is the limiting factor to future service area development. Currently, due to high amounts of infiltration and inflow (I/I) and septic waste reception, the WWTF does not have capacity for additional service areas. However, if septic waste reception and I/I are reduced such that year 2012 flows and loadings are realized, the WWTF would have capacity for an additional 67 single family dwelling units.

7.2. Potential Eastside Future Service Area

There is a commercial/manufacturing area northeast of the eastside of the Village whose owners may be interested in water and wastewater service from the Village. This area centers on Steel Lane, south of CTH WW east of the current Village limits within the Town of Texas. This area is shown in Figure 7.1.2 in the Appendix. Water service to this area would require construction of a transmission main along CTH WW. Also, creation of a boosted pressure zone would be required as the majority of the area is above

elevation 1430.00. The estimated costs for the transmission main and booster station are approximately \$582,000 and \$315,000 respectively. If more than fifty dwelling units were constructed in the pressure zone of this potential service area, elevated storage would be required in addition to the booster station.

Sanitary sewer service to this potential service area could be provided by extension of a sanitary interceptor sewer from the intersection of East and 2nd Streets along CTH WW to Steel Lane. The estimated cost to construct this interceptor sewer is approximately \$480,000.

As was mentioned in Section 7.1 above, it is not recommended that the WWTF take on any additional service area until septic reception and I/I reductions have occurred. Once these reductions have occurred, service to the potential service area could be considered. However, the area served should be limited such that the wastewater generated does not exceed the available capacity of the WWTF (67 single family dwelling unit equivalence) discussed in Section 7.1 above.

7.3. Potential Westside Service Area

There is a significant amount of area to the north, south and west of the current westside village limits that could be served by the Villages water system. The areas shown in dark green in Figure 7.0 – Potential Future Service Areas (found in the Appendix) could be served by the Village's water system under existing conditions with acceptable static pressures between 40 and 100 psi. Areas shown in yellow in Figure 7.0 would require pressure reducing valves to provide service pressures less than the WDNR maximum of 100 psi. It would be technically feasible to serve the areas south and west of the Village's westside by the transmission main that connects to the City of Wausau Water Works booster station. However, according to the whole sale water agreement between the City of Wausau and Village of Brokaw, written approval by the City of Wausau is required for the Village to sell water to residents or businesses outside of the Village limits.

The wastewater collection system on the westside of the Village currently serves the area west of US Hwy 51, east of N 32nd Avenue, north of Falcon Drive and south of CTH WW. It may be possible to serve an area north of CTH WW with gravity sewer, but the remaining areas adjacent the Village's westside slopes away from the current limits of the collection system. Several lift stations and force mains would be required to provide sanitary sewer service to the areas west and south of the current extents of the Village's wastewater collection system.



APPENDIX



**Engineers Opinion of Probable Construction Cost
Eastside Well Facility
Village of Brokaw, Wisconsin
1/15/2016**

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
PRODUCTION WELL					
1	Geophysical Study, Test Well, Aquifer & Water Quality Testing, Well Site Investigation Report	LS	1	\$50,000.00	\$50,000.00
2	Production Well	LS	1	\$150,000.00	\$150,000.00
PRODUCTION WELL SUBTOTAL:					\$200,000.00
WELLHOUSE					
3	Well Pump, Piping & Equipment	LS	1	\$70,000.00	\$70,000.00
4	Motor Control Center & Electrical Systems	LS	1	\$65,000.00	\$65,000.00
5	Chemical Feed Equipment	LS	1	\$7,000.00	\$7,000.00
6	Building	LS	1	\$65,000.00	\$65,000.00
7	Plumbing	LS	1	\$25,000.00	\$25,000.00
8	Heating & Ventilation	LS	1	\$20,000.00	\$20,000.00
9	Site Improvements & Utilities	LS	1	\$25,000.00	\$25,000.00
WELLHOUSE SUBTOTAL:					\$277,000.00
WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) SYSTEM					
10	Master Control Panel Update	LS	1	\$5,000.00	\$5,000.00
11	Remote Terminal Unit (RTU)	LS	1	\$10,000.00	\$10,000.00
WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) SYSTEM SUBTOTAL:					\$15,000.00
				TOTAL ESTIMATED BID PRICE =	\$492,000.00
				Legal, Financing, Engineering & Soft Costs (15% +/-) =	\$74,000.00
				Contingency (10% +/-) =	\$50,000.00
				TOTAL ESTIMATED PROJECT COST =	\$616,000.00

**Engineers Opinion of Probable Construction Cost
Eastside Well Facility Transmission Main
Village of Brokaw, Wisconsin
1/15/2016**

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
WATERMAIN					
1	New 10" DI Main	LF	800	\$60.00	\$48,000
2	Connect to Existing Water Main	EA	1	\$2,000.00	\$2,000
3	Gate Valves - 10"	EA	2	\$3,000.00	\$6,000
4	Trench Compaction - Water Main	TF	800	\$4.00	\$3,200
WATERMAIN SUBTOTAL:					\$59,200
CONSTRUCTION SUBTOTAL:					\$59,200.00
10% CONTINGENCY:					\$6,800.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$66,000.00</u>
15% ENGINEERING FEES:					\$9,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$75,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Watermain Replacement - 4" on 1st & East Street
1/6/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
WATERMAIN					
1	Replace 4" Main on 1st St. with 8" D.I.	LF	300	\$55.00	\$16,500
2	Replace 4" Main on East St. with 8" D.I.	LF	300	\$55.00	\$16,500
3	Asphalt & CABC Trench Repair	LF	600	\$34.00	\$20,400
4	Connect to Existing Water Main	EA	2	\$2,000.00	\$4,000
5	Polystyrene Foam Insulation	LF	150	\$20.50	\$3,075
6	Gate Valves - 8"	EA	3	\$2,400.00	\$7,200
7	Water Service Reconnection	EA	2	\$500.00	\$1,000
8	Trench Compaction - Water Main	TF	600	\$4.00	\$2,400
WATERMAIN SUBTOTAL:					\$71,075
CONSTRUCTION SUBTOTAL:					\$71,075.00
10% CONTINGENCY:					\$7,925.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$79,000.00</u>
15% ENGINEERING FEES:					\$11,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$90,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Watermain Replacement - 6" on Everest Ave & 4" on 2nd St
1/6/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
WATERMAIN					
1	Replace 4" Main with 8" D.I.	LF	550	\$55.00	\$30,250
2	Replace 6" Main on Everest Ave. with 10" D.I.	LF	2,376	\$60.00	\$142,560
3	Asphalt & CABC Trench Repair	LF	2,926	\$34.00	\$99,484
4	Connect to Existing Water Main	EA	6	\$2,000.00	\$12,000
5	Polystyrene Foam Insulation	LF	200	\$20.50	\$4,100
6	Gate Valves - 8"	EA	2	\$2,400.00	\$4,800
7	Gate Valves - 10"	EA	8	\$3,000.00	\$24,000
9	Water Service Reconnection	EA	14	\$500.00	\$7,000
11	Trench Compaction - Water Main	TF	2,926	\$4.00	\$11,704
WATERMAIN SUBTOTAL:					\$335,898
CONSTRUCTION SUBTOTAL:					\$335,898.00
10% CONTINGENCY:					\$34,102.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$370,000.00</u>
15% ENGINEERING FEES:					\$51,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$421,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Westside Booster Station - Village of Brokaw
1/5/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$13,000.00	\$13,000.00
2	USEMCO Packaged Booster Station	LS	1	\$130,000.00	\$130,000.00
3	Site Clearing, Pavement	LS	1	\$10,000.00	\$10,000.00
4	Foundations & Slab	LS	1	\$10,000.00	\$10,000.00
5	Electrical Service	LS	1	\$8,000.00	\$8,000.00
6	Generator	LS	1	\$40,000.00	\$40,000.00
8	RTU & Main SCADA Update	LS	1	\$15,000.00	\$15,000.00
GENERAL SUBTOTAL:					\$226,000.00
WATERMAIN					
9	Water Main - 12" D.I.	LF	100	\$55.00	\$5,500.00
10	Connect to Existing Water Main	EA	2	\$2,000.00	\$4,000.00
11	Gate Valves - 12"	EA	4	\$3,000.00	\$12,000.00
12	Hydrant - New	EA	1	\$3,500.00	\$3,500.00
13	Select Granular Trench Backfill (Trucked-In) - Watermain	TF	100	\$6.00	\$600.00
WATERMAIN SUBTOTAL:					\$25,600.00
GRADING & EROSION CONTROL					
14	Restoration	SY	1,120	\$0.40	\$448.00
15	Tracking Pad	EA	1	\$530.00	\$530.00
16	Silt Fence	LF	250	\$1.70	\$425.00
GRADING & EROSION CONTROL SUBTOTAL:					\$1,403.00
CONSTRUCTION SUBTOTAL:					\$253,003.00
10% CONTINGENCY:					\$25,997.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					\$279,000.00
15% ENGINEERING FEES:					\$38,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$317,000.00

**Engineers Opinion of Probable Construction Cost
Westside Well
Village of Brokaw, Wisconsin
1/15/2016**

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
PRODUCTION WELL					
1	Geophysical Study, Test Well, Aquifer & Water Quality Testing, Well Site Investigation Report	LS	1	\$50,000.00	\$50,000.00
2	Production Well	LS	1	\$265,000.00	\$265,000.00
PRODUCTION WELL SUBTOTAL:					\$315,000.00
WELLHOUSE					
3	Well Pump, Piping & Equipment	LS	1	\$70,000.00	\$70,000.00
4	Motor Control Center & Electrical Systems	LS	1	\$65,000.00	\$65,000.00
5	Chemical Feed Equipment	LS	1	\$7,000.00	\$7,000.00
6	Building	LS	1	\$65,000.00	\$65,000.00
7	Plumbing	LS	1	\$25,000.00	\$25,000.00
8	Heating & Ventilation	LS	1	\$20,000.00	\$20,000.00
9	Site Improvements & Utilities	LS	1	\$25,000.00	\$25,000.00
WELLHOUSE SUBTOTAL:					\$277,000.00
WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) SYSTEM					
10	Master Control Panel Update	LS	1	\$5,000.00	\$5,000.00
11	Remote Terminal Unit (RTU)	LS	1	\$10,000.00	\$10,000.00
WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) SYSTEM SUBTOTAL:					\$15,000.00
				TOTAL ESTIMATED BID PRICE =	\$607,000.00
				Legal, Financing, Engineering & Soft Costs (15% +/-) =	\$92,000.00
				Contingency (10% +/-) =	\$61,000.00
				TOTAL ESTIMATED PROJECT COST =	\$760,000.00

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Month	Influent Flow MGD	% Monthly Max Design Flow	Ave Annual Flow MGD	Ave Annual Flow gpd	% Design Ave Annual Flow	Peak Flow cfs	BOD Conc. mg/l	BOD Loading* lbs/d	% BOD Design Capacity	Ave Annual BOD Load lbs./d
2014			0.0440	44,042	127%					63
January	0.0228	31%				0.141	279	53	102%	
February	0.0739	101%				0.457	132	81	156%	
March	0.1036	142%				0.641	105	91	175%	
April	0.0776	106%				0.480	103	66	127%	
May	0.0362	50%				0.224	241	73	140%	
June	0.0284	39%				0.176	296	70	135%	
July	0.0268	37%				0.166	325	73	140%	
August	0.0308	42%				0.191	210	54	104%	
September	0.041	56%				0.254	192	65	125%	
October	0.0308	42%				0.191	170	44	85%	
November	0.0278	38%				0.172	202	47	90%	
December	0.0288	39%				0.178	176	42	81%	
2013			0.0241	24,067	70%					59
January	0.0166	23%				0.103	265	37	71%	
February	0.0178	24%				0.110	282	42	81%	
March	0.0191	26%				0.118	219	35	67%	
April	0.0296	41%				0.183	202	50	96%	
May	0.0244	33%				0.151	297	61	117%	
June	0.0278	38%				0.172	284	66	127%	
July	0.0237	32%				0.147	376	74	142%	
August	0.0236	32%				0.146	290	57	110%	
September	0.0282	39%				0.175	287	67	129%	
October	0.0291	40%				0.180	422	102	196%	
November	0.026	36%				0.161	292	63	121%	
December	0.0229	31%				0.142	260	50	96%	
2012			0.0118	11,833	34%					29
January	0.0119	16%				0.074	367	37	71%	
February	0.0119	16%				0.074	356	35	67%	
March	0.0127	17%				0.079	295	31	60%	
April	0.0093	13%				0.058	329	26	50%	
May	0.01	14%				0.062	372	31	60%	
June	0.0098	13%				0.061	286	23	44%	
July	0.0091	12%				0.056	217	16	31%	
August	0.0092	13%				0.057	272	21	40%	
September	0.0119	16%				0.074	289	29	56%	
October	0.0158	22%				0.098	224	30	58%	
November	0.0147	20%				0.091	243	30	58%	
December	0.0157	22%				0.097	266	35	67%	

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ENGINEER'S OPINION OF PROBABLE COSTS**CIPP Liner****1/7/2016**

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer - 8" CIPP Liner	LF	2,200	\$55.00	\$121,000.00
SANITARY SEWER SUBTOTAL:					\$121,000.00
CONSTRUCTION SUBTOTAL:					\$121,000.00
10% CONTINGENCY:					\$13,000.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$134,000.00</u>
15% ENGINEERING FEES:					\$19,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$153,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
East End of Everest Ave
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer - 8" PVC	LF	300	\$55.00	\$16,500.00
2	Asphalt & CABC Trench Repair	LF	300	\$34.00	\$10,200.00
3	Existing Sanitary Sewer Manhole Connection	EA	2	\$2,000.00	\$4,000.00
4	Sanitary Sewer Service Lateral - 4"	LF	33	\$30.00	\$990.00
5	Trench Compaction - Sanitary Sewer	TF	300	\$4.00	\$1,200.00
6	Sanitary Sewer Televising Inspection	LF	300	\$4.00	\$1,200.00
SANITARY SEWER SUBTOTAL:					\$34,090.00
CONSTRUCTION SUBTOTAL:					\$34,090.00
10% CONTINGENCY:					\$3,910.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$38,000.00</u>
15% ENGINEERING FEES:					\$6,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$44,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Six SMHs East Side
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer Access Structure - 48"	EA	6	\$4,000.00	\$24,000.00
SANITARY SEWER SUBTOTAL:					\$24,000.00
CONSTRUCTION SUBTOTAL:					\$24,000.00
10% CONTINGENCY:					\$3,000.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$27,000.00</u>
15% ENGINEERING FEES:					\$4,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$31,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Westside Sanitary Sewer Televising Inspection
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer Televising Inspection	LF	900	\$4.00	\$3,600.00
SANITARY SEWER SUBTOTAL:					\$3,600.00
CONSTRUCTION SUBTOTAL:					\$3,600.00
10% CONTINGENCY:					\$400.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$4,000.00</u>
15% ENGINEERING FEES:					\$1,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$5,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Everest Ave PumpStation FM
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Force Main - 8" PVC	LF	550	\$55.00	\$30,250.00
2	Asphalt & CABC Trench Repair	LF	550	\$34.00	\$18,700.00
3	Trench Compaction - Sanitary Sewer	TF	550	\$4.00	\$2,200.00
4	Sanitary Sewer Televising Inspection	LF	550	\$4.00	\$2,200.00
SANITARY SEWER SUBTOTAL:					\$55,350.00
CONSTRUCTION SUBTOTAL:					\$55,350.00
10% CONTINGENCY:					\$5,650.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$61,000.00</u>
15% ENGINEERING FEES:					\$9,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$70,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
4th Street Pumping Station Second Pump
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Add Second Pump	LS	1	\$15,000.00	\$15,000.00
SANITARY SEWER SUBTOTAL:					\$15,000.00
CONSTRUCTION SUBTOTAL:					\$15,000.00
10% CONTINGENCY:					\$2,000.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$17,000.00</u>
15% ENGINEERING FEES:					\$3,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$20,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
WWTF Blower Rebuild - Village of Brokaw
1/15/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$200.00	\$200.00
GENERAL SUBTOTAL:					\$200.00
WWTF Blower Rebuild					
2	Rebuild Leaking WWTF Blower	LS	1	\$3,172.00	\$3,172.00
WWTF Blower Rebuild SUBTOTAL:					\$3,172.00
CONSTRUCTION SUBTOTAL:					\$3,372.00
10% CONTINGENCY:					\$628.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$4,000.00</u>
15% ENGINEERING FEES:					\$1,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$5,000.00



ENGINEER'S OPINION OF PROBABLE COSTS
WWTF Blower Replacement - Village of Brokaw
1/15/2016

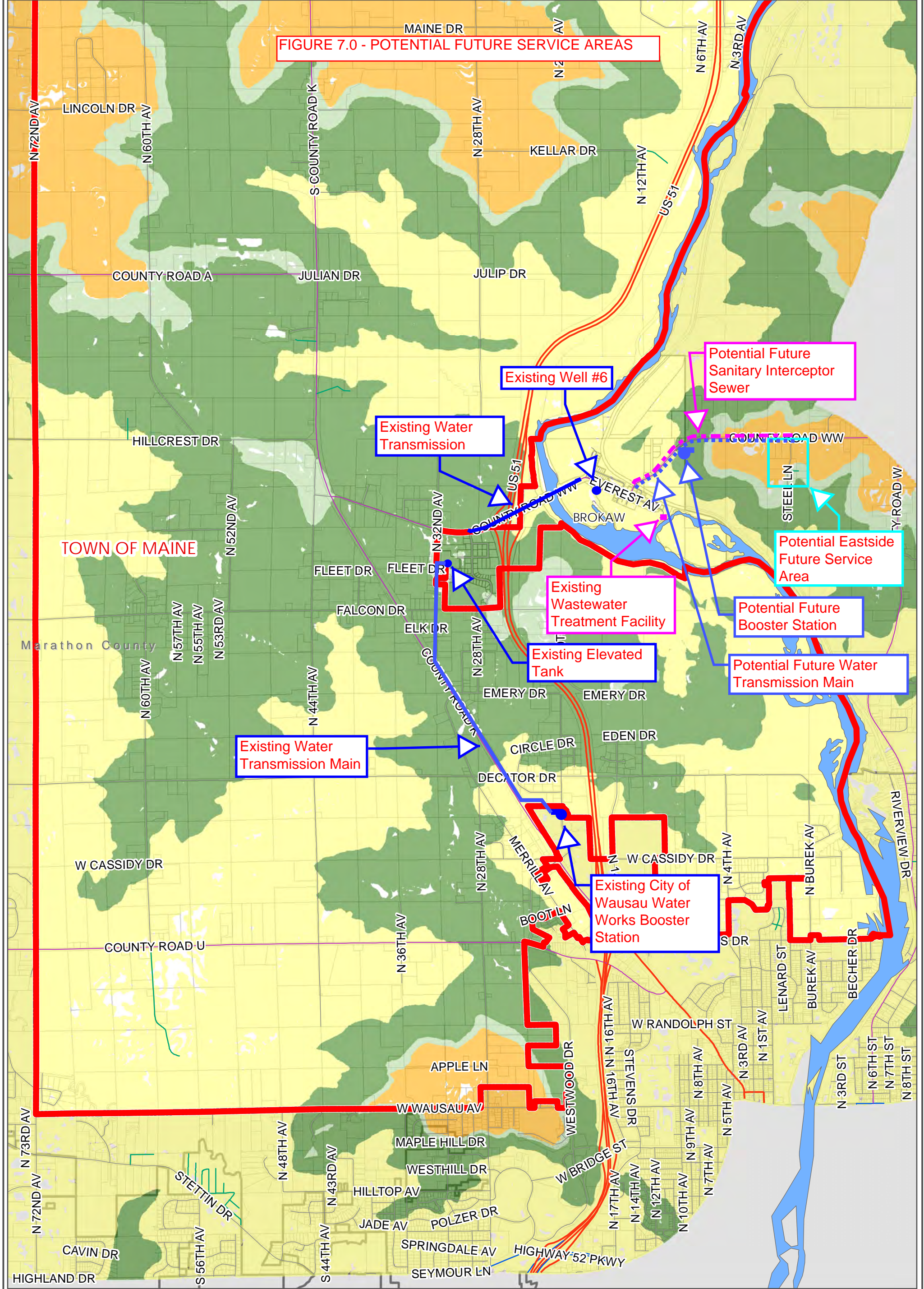
Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$300.00	\$300.00
GENERAL SUBTOTAL:					\$300.00
WWTF Blower Replacement					
2	Replace Leaking WWTF Blower	LS	1	\$4,948.00	\$4,948.00
WWTF Blower Replacement SUBTOTAL:					\$4,948.00
CONSTRUCTION SUBTOTAL:					\$5,248.00
10% CONTINGENCY:					\$752.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$6,000.00</u>
15% ENGINEERING FEES:					\$1,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$7,000.00



ENGINEER'S OPINION OF PROBABLE COSTS
Park Ave & 3RD St Storm Sewer Upgrade - Village of Brokaw
1/15/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$18,000.00	\$18,000.00
GENERAL SUBTOTAL:					\$18,000.00
STORMWATER MANAGEMENT					
2	Storm Sewer - 12" RCP, Type III	LF	40	\$35.50	\$1,420.00
3	Storm Sewer - 24" RCP Type III	LF	500	\$52.00	\$26,000.00
4	Storm Sewer - 60" RCP Type III	LF	910	\$200.00	\$182,000.00
5	Asphalt & CABC Trench Repair	LF	1,100	\$34.00	\$37,400.00
6	Apron Endwall with Pipe Grate - 60" RCP	EA	1	\$5,450.00	\$5,450.00
7	Rip Rap - 6 inch w/ Fabric - Storm Sewer Endwall	SY	9	\$50.00	\$450.00
8	Storm Manhole - 48"	EA	2	\$2,000.00	\$4,000.00
9	Storm Manhole "T" - 60"	EA	4	\$5,750.00	\$23,000.00
10	Storm Sewer Curb (Type H) Inlet - 2' x 3' Precast Box w/ Frame & Grate	EA	2	\$2,100.00	\$4,200.00
11	Trench Compaction - Storm Sewer	TF	2,010	\$4.00	\$8,040.00
STORMWATER MANAGEMENT SUBTOTAL:					\$291,960.00
EROSION CONTROL					
12	Tracking Pad	EA	2	\$530.00	\$1,060.00
13	Silt Fence	LF	200	\$1.70	\$340.00
14	Erosion Matting - Non-Channel (Class I, Type B)	SY	1,000	\$1.60	\$1,600.00
15	Inlet Protection - Type D	EA	10	\$150.00	\$1,500.00
GRADING & EROSION CONTROL SUBTOTAL:					\$4,500.00
CONSTRUCTION SUBTOTAL:					\$372,330.00
10% CONTINGENCY:					\$37,670.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$410,000.00</u>
15% ENGINEERING FEES:					\$56,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$466,000.00

FIGURE 7.0 - POTENTIAL FUTURE SERVICE AREAS



Date Created: 12-21-2015
Date Amended: 1-18-2016

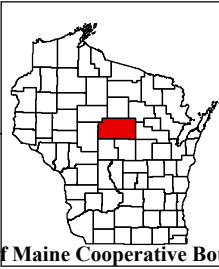
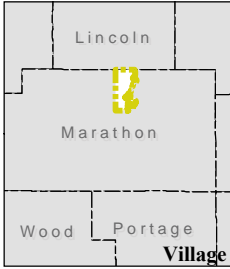


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Data Sources:

File Path: M:\Maine, Town of\150273 Cooperative Plan & Incorporation\Mapping\Water Service Area

- Pressure Reducer Valve Service Area Potential (less than 1300')
- Current Service Area Potential (1300'-1410')
- Raised Tank Service Area Potential (1411'-1430')
- Required Booster Service Area Potential (Greater than 1430')



Water Service Area
Town of Maine

vierbicher
planners engineers advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 826-0530

Additional WWTF Capacity for Future Service Areas

Infrastructure Analysis

Village of Brokaw, WI

By: DPOP

Project No.:

Date: 1/19/16

Given:

$$\begin{aligned}
 &\text{WWTF Average Annual Design Flow} = 34,600 \text{ gpd} \\
 &\text{2012 WWTF Average Annual Flow} = 12,000 \text{ gpd} \\
 &\text{WWTF Average Annual Additional Flow Capacity} = 22,600 \text{ gpd} \\
 \\
 &\text{WWTF Average Annual Design BOD Load} = 52 \text{ lbs./day} \\
 &\text{2012 WWTF Average Annual BOD Load} = 29 \text{ lbs./day} \\
 &\text{WWTF Average Annual Additional BOD Capacity} = 23 \text{ lbs./day} \\
 \\
 &\text{2014 Residential Water Sales} = 1,843,000 \text{ gallons/yr} \\
 &\text{2014 Residential Customers} = 55 \\
 &\text{2014 Water Demand per Customer} = 91.8 \text{ gals/residential customer*day} \\
 &\text{Census 2010 Average Household Size} = 2.04 \text{ cap/DU} \\
 &\text{Average Per Capital Water Demand} = 45.0 \text{ gpcdc} \\
 &\text{Per Capita Infiltration/Inflow Allowance} = 40 \text{ gpcdc} \quad (\text{per USEPA study}) \\
 &\text{Per Capita Wastewater Generation Factor} = 85.0 \text{ gpcdc} \\
 \\
 &\text{Per Capita BOD Load Factor} = 0.17 \text{ lb./day*capita} \quad (\text{per WDNR})
 \end{aligned}$$

Find:

I. Average Annual Design Flow Additional Dwelling Unit Capacity:

$$\begin{aligned}
 &\text{WWTF Additional Capita Capacity} = \frac{\text{WWTF Average Annual Additional Flow Capacity}}{\text{Per Capita Wastewater Generation Factor}} \\
 \\
 &\text{WWTF Additional Capita Capacity} = \frac{22,600 \text{ gpd}}{85.0 \text{ gpcdc}} = 266 \text{ capita} \\
 \\
 &\text{WWTF Additional Dwelling Unit Capacity} = \frac{\text{WWTF Additional Capita Capacity}}{\text{Census 2010 Average Household Size}} \\
 \\
 &\text{WWTF Additional Dwelling Unit Capacity} = \frac{266 \text{ capita}}{2.04 \text{ capita/DU}} = 130 \text{ Dwelling Units}
 \end{aligned}$$

II. Average Annual Design BOD Additional Dwelling Unit Capacity:

$$\begin{aligned}
 &\text{WWTF Additional BOD Capacity} = \frac{\text{WWTF Average Annual Additional BOD Capacity}}{\text{Per Capita BOD Load Factor}} \\
 \\
 &\text{WWTF Additional Capita Capacity} = \frac{23 \text{ lbs./day}}{0.2 \text{ lb./day*capita}} = 136 \text{ capita} \\
 \\
 &\text{WWTF Additional Dwelling Unit Capacity} = \frac{\text{WWTF Additional Capita Capacity}}{\text{Census 2010 Average Household Size}} \\
 \\
 &\text{WWTF Additional Dwelling Unit Capacity} = \frac{136 \text{ capita}}{2.04 \text{ capita/DU}} = 67 \text{ Dwelling Units}
 \end{aligned}$$

Conclusion:

WWTF Additional Dwelling Unit Capacity = 67 Dwelling Units

ENGINEER'S OPINION OF PROBABLE COSTS
Eastside Transmission Main
1/18/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$23,000.00	\$23,000.00
GENERAL SUBTOTAL:					\$23,000.00
WATERMAIN					
2	Water Main - 12" DI	LF	5,600	\$63.00	\$352,800
3	Water Main - 6" DI	LF	105	\$55.00	\$5,775
4	Gate Valves - 6"	EA	7	\$2,000.00	\$14,000
5	Gate Valves - 12"	EA	7	\$3,200.00	\$22,400
6	Hydrant - New	EA	7	\$3,500.00	\$24,500
7	Trench Compaction - Water Main	TF	5,705	\$4.00	\$22,820
WATERMAIN SUBTOTAL:					\$442,295
CONSTRUCTION SUBTOTAL:					\$465,295.00
10% CONTINGENCY:					\$46,705.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$512,000.00</u>
15% ENGINEERING FEES:					\$70,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$582,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Eastside Future Service Area Booster Station - Village of Brokaw
1/18/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$12,000.00	\$12,000.00
2	USEMCO Packaged Booster Station	LS	1	\$130,000.00	\$130,000.00
3	Site Clearing, Pavement	LS	1	\$10,000.00	\$10,000.00
4	Foundations & Slab	LS	1	\$10,000.00	\$10,000.00
5	Electrical Service	LS	1	\$8,000.00	\$8,000.00
6	Generator	LS	1	\$40,000.00	\$40,000.00
8	RTU & Main SCADA Update	LS	1	\$15,000.00	\$15,000.00
GENERAL SUBTOTAL:					\$225,000.00
WATERMAIN					
9	Water Main - 12" D.I.	LF	100	\$63.00	\$6,300.00
10	Water Main - 6" D.I.	LF	15	\$55.00	\$825.00
11	Connect to Existing Water Main	EA	1	\$2,000.00	\$2,000.00
12	Gate Valves - 12"	EA	4	\$3,000.00	\$12,000.00
13	Hydrant - New	EA	1	\$3,500.00	\$3,500.00
14	Select Granular Trench Backfill (Trucked-In) - Watermain	TF	115	\$6.00	\$690.00
WATERMAIN SUBTOTAL:					\$25,315.00
GRADING & EROSION CONTROL					
15	Restoration	SY	1,120	\$0.40	\$448.00
16	Tracking Pad	EA	1	\$530.00	\$530.00
17	Silt Fence	LF	250	\$1.70	\$425.00
GRADING & EROSION CONTROL SUBTOTAL:					\$1,403.00
CONSTRUCTION SUBTOTAL:					\$251,718.00
10% CONTINGENCY:					\$25,282.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$277,000.00</u>
15% ENGINEERING FEES:					\$38,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$315,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Eastside Future Service Area Sanitary Sewer Interceptor
1/18/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer - 8" PVC	LF	5,600	\$55.00	\$308,000.00
2	Existing Sanitary Sewer Manhole Connection	EA	1	\$2,000.00	\$2,000.00
3	Sanitary Sewer Access Structure - 48"	EA	14	\$2,100.00	\$29,400.00
4	Trench Compaction - Sanitary Sewer	TF	5,600	\$4.00	\$22,400.00
5	Sanitary Sewer Televising Inspection	LF	5,600	\$4.00	\$22,400.00
SANITARY SEWER SUBTOTAL:					\$384,200.00
CONSTRUCTION SUBTOTAL:					\$384,200.00
10% CONTINGENCY:					\$38,800.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$423,000.00</u>
15% ENGINEERING FEES:					\$58,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$481,000.00

Exhibit N: Vierbicher Analysis Of Compactness

CHARACTERISTICS OF TERRITORY (HOMOGENEITY AND COMPACTNESS) Village of Maine Marathon County, Wisconsin

Prepared For:
The Village of Maine
6111 N. 44th Ave.
Wausau, WI 54401

Prepared By:
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, Wisconsin 53717

Prepared On:
January 20, 2016
Revised On:
March 4, 2016

Project #150273

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§66.0207(1)(a) Wis. Stats.

"Characteristics of territory. The entire territory of the proposed village or city shall be reasonably homogeneous and compact, taking into consideration natural boundaries, natural drainage basin, soil conditions, present and potential transportation facilities, previous political boundaries, boundaries of school districts, shopping and social customs."

1.0 Regional Context

1.1 General Description

The Village of Main is located in the northern portion of Marathon County, Wisconsin, with the entirety of the Village located northwest of the City of Wausau. The Village is bounded by the City of Wausau to the south, the Village of Brokaw and the Wisconsin River to the East, County High FF/Marathon County Boundary to the north, and 72nd Ave to the west. The Village of Maine is approximately 42.39 square miles and had a 2010 US Census population of 2,337 residents for a density of approximately 55 people per square mile. Map 1.1 illustrates the current municipal boundaries.

The proposed Village of Maine boundary encompasses the Village of Brokaw and a portion of the Town of Texas. The proposed Village of Maine is approximately 44 square miles and has an estimated population of 2,700 residents for a density of approximately 60 people per square mile. Map 1.2 illustrates the proposed Village of Maine boundary.

1.2 Regional Context

As stated above the proposed boundary contains all of the existing Village of Maine, the Village of Brokaw, and a portion of the Town of Texas. The other surrounding Towns include Wausau, Berlin, and Stettin, Wausau (Town). The unincorporated communities of Taegesville and Mount View are partially located within the proposed Village of Maine. Nearby incorporated communities are the City of Wausau and the Village of Brokaw. See Map 1.3 for the regional context of the surrounding communities.

2.0 Cohesion, Unity, and Identity

2.1 General Area

The area proposed is in the northern portion of Marathon County, Wisconsin and bounded by the municipalities listed in the previous Regional Context section of this report. The proposed Village of Maine area contains a total of approximately 44 square miles and will have an estimated population of 2,700 residents according to the 2010-2014 American Community Survey (ACS) 5-Year Estimate.

The proposed Village of Maine includes the following neighborhoods, subdivisions, and business parks:

Subdivisions

- | | | |
|---------------------------|--|------------------------------------|
| • Assessor's Plat #1 | • North Hills 1st addition | • Northside Business Park |
| • Berenhurst | • North Hills 2nd addition | • Wausau Paper Mills COS Everest |
| • Berenhurst No. 2 | • Overlook Heights | • Restlawn |
| • Brooks Crossing Estates | • Parkchester | Business Center |
| • Country View | • Raymer Subdivision | • Brokaw East Side Business Center |
| • Doede's Addition | • St John Acres | • Brokaw West Side Business Center |
| • Higar Estates | • Tranquil River Ridge | |
| • Maine Business Park | • Werth's Riverside Estates | |
| • Meadowbrook Addition | • River Ridge | |
| • Midstate Riverside | • River Ridge 1 st Addition | |



2.2 History – Town/Village of Maine and Village of Brokaw

The Town of Maine was formalized in 1866 and included areas as far south as the Town of Rib Mountain and as far east as the area that included the Town of Texas. The Town established the majority of the present boundary in 1892 (less annexations). Since that time the City of Wausau and the Village of Brokaw slowly annexed property from the Town. The Town originated as a heavily timbered area with forests ripe with hardwoods and pines. This natural resource paved the way for the logging and paper industries that would help sustain the region for many decades to come.

After the clearing of the forested areas located further from the river the area become home to major dairy production by German emigrants. According to the Marathon County Historical Society, the Town even saw production of orchards and the cultivation of ginseng.

The Town experienced a relatively lower tax rate when compared to the majority of the urbanized areas within Marathon County, but had one of the higher town tax rates as a result of maintaining additional resources, such as a municipal fire department. The Town of Maine became a Village by referendum on December 8, 2015.

The Village of Brokaw is the quintessential company town in the early industrial America. The Village formed in 1903 after the first paper mill was established in 1899. According to the Marathon County Historical Society, formerly known as Five Mile Damn, the Village was renamed to Brokaw after Norman Brokaw, one of the co-founders and the first president of the mill. The Village was built up by the Brokaw House Building Company, a subsidiary of the paper mill that would lease units in single and two-family houses to workers in the Mill. The Village also contained a company store where residents would purchase daily goods. The company opened the first three-room school and Methodist Church in 1903.

To power the rapidly growing area the Mill and the Village constructed a hydroelectric dam. Several floods damaged the dams and the mill until the 1940's when the Village resolved the issue. In the mid to late 1940's the Company began selling homes to the residents of the community.

In 1967, a bridge over the Wisconsin River opened to connect the Village of Brokaw with the Town of Maine. In 1997, the Village annexed land from the Town of Maine for the west side businesses park and in 1998 opened the first new commercial business in the Village. In 2002, during the height of the residential construction boom, the Village purchased 52 acres on the west side of the Wisconsin River and opened the River Ridge Subdivision. The River Ridge subdivision was responsible for almost all of the residential growth over since 2000.

In the late 2000's, at the request of Wausau Paper, the Village constructed a high capacity waterline from the City of Wausau. After the paper mill closed in 2013, the Village water demand needed to utilize the oversized waterline drastically diminished and decreased demand continues to cause water quality problems for the Village. The Village now has the highest tax rate in the State of Wisconsin and still cannot generate the required revenue to pay for the recent infrastructure upgrades.



Company Store (1910)
Source: Village of Brokaw



Methodist Church (1903)
Source: Village of Brokaw



Three Room School and Club House (1908))
Source: Village of Brokaw



2.3 Demographics – Total Population

The following information obtained from the 2010 Census, the 2010-2014 ACS and various ESRI data sources provides a summary of the social and economic characteristics of the proposed Village of Maine compared to the surrounding communities of Wausau, Brokaw, Texas, Marathon County, and the State of Wisconsin. The Census data detailed below provides evidence of the social and economic homogeneity of the proposed Village of Maine.

According to the Department of Administration, the former Town of Maine grew 8.45% from 1970 to 2010. The change was less than the 37.56% change Marathon County experienced since 1970 and the 28.73% change the State of Wisconsin experienced since 1970. The Village experienced the greatest amount of sustained growth from 1990 to 2000; whereas the County experienced the greatest growth from 1970 to 1980. This total growth was subject to annexations by the Village of Brokaw and the City of Wausau. See Table 2.1 for a breakdown by decade.

Table 2.1: Demographic Changes by Decade

MCD Type	Municipality	1970 Census	1980 Census	% Change	1990 Census	% Change	2000 Census	% Change	2010 Census	% Change	Changes since 1970
Town	Berlin	758	820	8.18%	849	3.54%	887	4.48%	945	6.54%	24.67%
Town	Marathon	918	1,114	21.35%	978	-12.21%	1,085	10.94%	1,048	-3.41%	14.16%
Town	Stettin	4,199	4,436	5.64%	2,191	-50.61%	2,191	0.00%	2,554	16.57%	-39.18%
Town	Texas	1,406	1,634	16.22%	1,643	0.55%	1,703	3.65%	1,615	-5.17%	14.86%
Town Village	Maine	2,155	2,163	0.37%	2,206	1.99%	2,407	9.11%	2,337	-2.91%	8.45%
Village	Brokaw	312	298	-4.49%	224	-24.83%	107	-52.23%	251	134.58%	-19.55%
City	Wausau	32,806	32,426	-1.16%	37,060	14.29%	38,426	3.69%	39,106	1.77%	19.20%
County	Marathon	97,457	111,270	14.17%	115,400	3.71%	125,834	9.04%	134,063	6.54%	37.56%
State	Wisconsin	4,417,821	4,705,642	6.51%	4,891,769	3.96%	5,363,715	9.65%	5,686,986	6.03%	28.73%

Source: Wisconsin Department of Administration

Demographics – Population Density and the Impact of Annexations

As stated above, some of the more dense parts of the Town were eventually annexed to the City of Wausau; therefore, some growth may have been offset by a loss of population through annexation. According to the City of Wausau Comprehensive Plan, "Most of the territory annexed since 1960 is located on the west side of the Wisconsin River which has seen a great deal of growth as annexation allowed the extension of sewer and water utilities needed for residential, commercial, and industrial development". The Comprehensive Plan further states:

"...literally thousands of existing homes and vacant home-sites have been annexed to the City since 1960. Based on data from the 1990 Census, the area annexed to the City from 1960 to 1990 was the place of residence for 8,013 people in 1990. Thus, if the City's boundaries had remained constant since 1960, Wausau would be a mere fragment of the city it is today..."

A previous annexation growth boundary can be found in Figure 2.1.

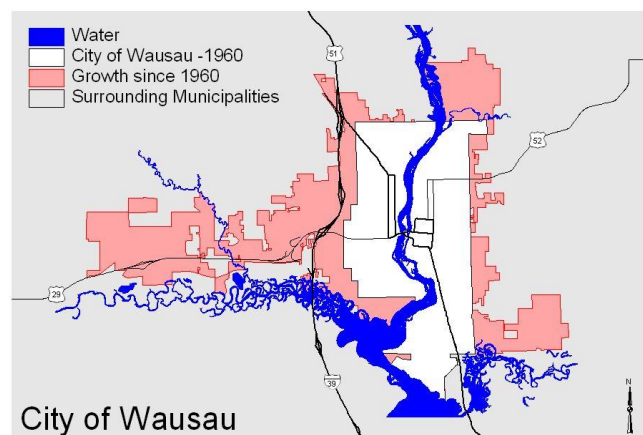


Figure 2.1 City of Wausau Annexation Growth Boundary
Source: City of Wausau

According to the goals and objectives of the Wausau Comprehensive Plan the City of Wausau plans to annex 4,590 acres of land or approximately 700% more acres than annexed from 1960-2002. Approximately 16-18% of the current Village of Maine is within the annexation boundary. According to the 2010 census, the future growth area would equate to approximately 600-800 residents or approximately 28-37% of the current population. Given the existing growth patterns, that could expand to 650 to 870 residents over the next few decades. Figure 2.2 illustrates the proposed growth boundary.

The City of Wausau Comprehensive Plan stated: “property owners typically request annexation to receive municipal sewer and water services, often in response to septic system failures or problems with private wells.” As part of the incorporation and boundary agreement process the proposed Village of Maine would attempt to retain the water services agreement the Village of Brokaw has with the City of Wausau.

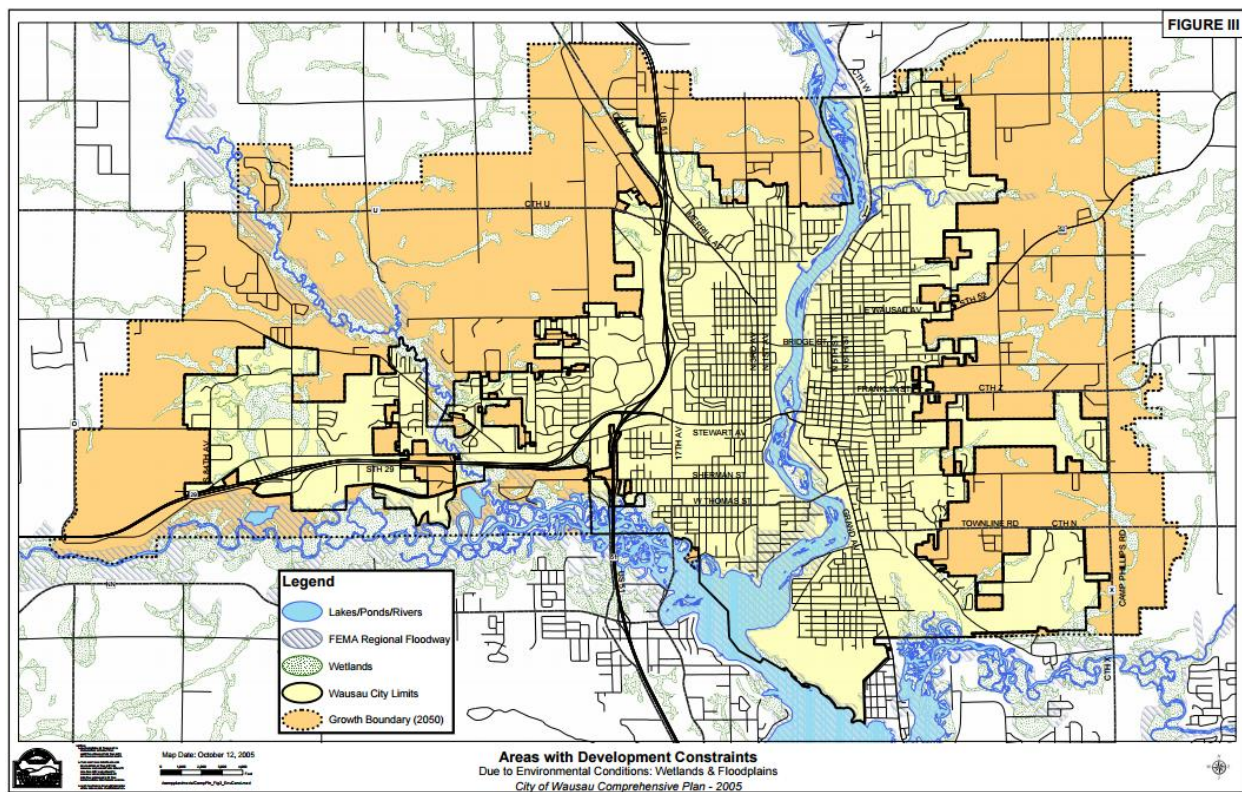


Figure 2.2 City of Wausau Future Growth Area

Source: City of Wausau Comprehensive Plan

Demographics – Proposed Village of Maine Density

According to the US Census Bureau and the Wisconsin Department of Administration, the existing village estimated population of 2,300-2,350 persons and the proposed land area of 42 square miles equates to a density of approximately 55 persons per square mile. The proposed Village of Maine boundary encompasses the Village of Brokaw and a portion of the Town of Texas. The proposed Village is approximately 44 square miles and would have an estimated population of approximately 2,700 for a density of approximately 60 people per square mile. Map 1.2 illustrates the proposed Village of Maine boundary. According to the US Census Bureau and the Wisconsin Department of Administration 2015 Population Estimates, the proposed density would be in the bottom quartile for density amongst the 407 Wisconsin villages.

Demographics – Age

According to the 2010 Census Summary profile, the median age for the Town of Maine was 43.9 years; this is several years higher than the state median average age of 38.4 but lower than the surrounding towns and unincorporated areas. It should be noted the 2014 ACS estimates raised the estimated median age to 45.1 years. The full population distribution breakdown is as follows:

Table 2.2: Demographic Comparison - Age

MCD Type	Municipality	Total Population	0-4	5-9	10-14	15-24	25-34	35-44	45-54	55-64	65-74	75-84	85+	18+	Under 18
Town	Texas	1,615	3.90%	5.30%	4.80%	11.00%	8.00%	11.60%	22.00%	17.30%	9.10%	5.20%	1.90%	81.50%	18.50%
Town Village	Maine	2,337	4.80%	6.10%	6.40%	11.80%	9.50%	13.10%	18.50%	15.20%	8.60%	4.50%	1.50%	77.20%	22.80%
Village	Brokaw	251	6.40%	2.80%	0.00%	14.70%	25.90%	6.40%	16.70%	8.40%	11.20%	4.40%	0.40%	86.10%	13.90%
City	Wausau	39,106	7.30%	6.30%	6.10%	13.80%	14.50%	11.50%	13.50%	11.30%	6.60%	5.60%	3.60%	76.50%	23.50%
County	Marathon	134,063	6.50%	6.60%	7.00%	12.20%	12.20%	13.20%	15.60%	12.40%	7.20%	4.70%	2.30%	75.50%	24.50%
State	Wisconsin	5,686,986	6.30%	6.50%	6.60%	13.80%	12.70%	12.80%	15.40%	12.30%	7.00%	4.50%	2.10%	76.40%	23.60%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010

Demographics – Education

According to the 2010 Census Summary profile, the education demographic is higher than the averages for regional high school and higher education rates. Specifically, 44.3% of the population has an associate's degree or higher; this is in comparison to the 35.5% average for Marathon County and 38.4% for the State of Wisconsin. Table 2.3 lists the full education distribution breakdown.

Table 2.3: Demographic Comparison - Education (age +25)

MCD Type	Municipality	Total Population	Less Than 9th Grade	9th-12 Grade	High School Graduate	GED / Other	Some College	Associate Degrees	Bachelor's Degree	Graduate Professional Degree
Town	Texas	891	4.40%	5.50%	37.90%	5.20%	14.80%	17.20%	11.40%	3.60%
Town Village	Maine	1,623	1.00%	3.10%	28.80%	2.50%	20.20%	13.40%	22.00%	8.90%
Village	Brokaw	184	1.10%	3.80%	32.10%	3.30%	19.60%	14.70%	19.00%	6.50%
City	Wausau	26,523	5.30%	6.00%	26.90%	5.40%	19.40%	12.10%	16.40%	8.50%
County	Marathon	92,371	4.00%	5.10%	32.60%	3.90%	18.30%	12.40%	15.80%	7.70%
State	Wisconsin	3,885,748	3.00%	5.90%	28.10%	3.60%	21.00%	10.10%	18.70%	9.60%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010

Demographics – Employment

According to the US Census Bureau ACS employment forecasts, the Town of Maine has a stable labor force with only 2.5% of the civilian population 16 years or older (in the labor force) as unemployed. The percent of the Village in the labor force this is slightly lower than Marathon County (4.4%) and significantly lower than the City of Wausau (6.3%) and the State of Wisconsin (5.1%).

The largest employment sectors listed for the Town are Service (33.9%), Manufacturing (24.6%), and Retail Trade (13.25%). These employment rates are comparable to Marathon County and State of Wisconsin employment rates. Table 2.4 lists the full employment distribution breakdown.



Table 2.4: Demographic Comparison - Employment (age 16+)

MCD Type	Municipality	Total Population	Ag / Mining	Construction	Manufacturing	Wholesale Trade	Retail Trade	Transportation / Utilities	Information	Finance Insurance Real Estate	Services	Public Admin
Town	Maine	1,368	2.80%	6.10%	24.60%	3.10%	13.20%	3.30%	0.70%	11.00%	33.90%	2.40%
Town	Texas	891	3.70%	9.80%	29.50%	0.90%	8.60%	2.00%	1.10%	8.30%	34.30%	1.70%
Village	Brokaw	143	2.10%	8.50%	26.20%	2.80%	9.90%	2.10%	0.70%	9.90%	35.50%	2.10%
City	Wausau	18,873	0.70%	3.70%	22.00%	2.10%	12.10%	3.30%	1.90%	8.50%	43.50%	2.20%
County	Marathon	70,455	3.40%	5.10%	23.20%	2.80%	11.60%	4.30%	1.30%	8.00%	38.40%	1.90%
State	Wisconsin	2,959,077	2.50%	5.30%	18.70%	2.40%	11.50%	4.40%	1.60%	6.20%	43.80%	3.50%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.

Demographics – Household

According to the 2010 Census summary profile, the average household size for the Village of Maine was 2.63; higher than the City of Wausau (2.31), Marathon County (2.43), the State of Wisconsin (2.43). The Village median household size is further supported by 73.9% of the community resides in a two to four person households; whereas, the City of Wausau is only 56.40%, Marathon County is 65.4%, and the State of Wisconsin is at 63.2%. Table 2.4 lists the full household distribution breakdown.

Table 2.5: Demographic Comparison - Households

MCD Type	Municipality	Total Households	Average Household Size	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household
Town	Texas	645	2.50	111	301	104	81	33	10	5
Town Village	Maine	890	2.63	153	379	141	138	50	15	14
Village	Brokaw	123	2.04	41	52	18	10	1	0	1
City	Wausau	16,487	2.31	5,836	5,474	2,193	1,632	709	313	330
County	Marathon	53,176	2.43	13,719	19,835	7,923	7,019	2,872	1,064	851
State	Wisconsin	2,279,768	2.43	642,895	816,157	339,685	284,971	125,387	45,595	27,357

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.

Furthermore, the Village of Maine is growing in the total percentage of households at a faster rate than the City of Wausau (with annexation), Marathon County, and the State of Wisconsin. The total number of households in the Village grew by 21% from 2000 to 2010, which outpaced the City of Wausau, Marathon County, and the State of Wisconsin by approximately 9.5 to 17%. Table 2.6 lists the full household growth distribution breakdown.

Table 2.6: 2000-2010 Demographic Comparison - Household Growth

MCD Type	Municipality	Average Household Size	2000 Households	2010 Households	Total Change	Percent Annual Change	Percent Total Change
Town	Texas	2.50	637	645	8	0.13%	1.26%
Town Village	Maine	2.63	735	890	155	1.93%	21.09%
Village	Brokaw	2.04	102	123	21	1.89%	20.59%
City	Wausau	2.31	15,836	16,487	651	0.40%	4.11%
County	Marathon	2.43	47,702	53,176	5,474	1.09%	11.48%
State	Wisconsin	2.43	2,084,544	2,279,768	195,224	0.90%	9.37%

Demographics – Household Income

The Village of Maine had a median household income of \$65,627 and an average household income of \$79,411. In comparison, Marathon County had a median household income of \$52,951 and an average income of \$66,805, and the State of Wisconsin had a median household income of \$52,390 and an average income of \$68,135. Table 2.7 lists the full household income distribution breakdown.

Table 2.7: Demographic Comparison by Household Income

MCD Type	Municipality	Total Households	Median Household Income	Average Household Income	Per Capita Income	Less than \$15,000	\$15,000 - \$24,999	\$25,000 - \$34,999	\$35,000 - \$49,000	\$50,000 - \$74,999	\$75,000 - \$99,999	\$100,000 - \$149,000	\$150,000 - \$199,999	\$200,000
Town	Texas	645	\$ 60,012	\$ 69,440	\$ 28,330	5.40%	5.90%	12.40%	11.90%	27.60%	16.30%	15.30%	4.20%	0.90%
Town	Maine	877	\$ 65,627	\$ 79,411	\$ 31,464	6.80%	7.20%	9.00%	14.10%	18.10%	19.30%	17.30%	4.30%	3.80%
Village	Brokaw	119	\$ 62,567	\$ 73,117	\$ 29,936	7.60%	8.40%	11.80%	11.80%	17.60%	21.00%	16.80%	2.50%	2.50%
City	Wausau	16,774	\$ 41,269	\$ 55,778	\$ 23,993	13.20%	13.30%	15.20%	16.90%	18.20%	10.70%	8.10%	3.20%	1.50%
County	Marathon	54,325	\$ 52,951	\$ 66,805	\$ 27,008	9.20%	10.30%	12.20%	14.70%	20.50%	14.70%	12.70%	3.20%	2.50%
State	Wisconsin	2,323,288	\$ 52,390	\$ 68,135	\$ 27,779	11.70%	10.50%	10.90%	14.20%	19.20%	13.60%	13.10%	3.80%	3.10%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.



2.4 Community Identity

The existing Town has retained its unique identity since 1892. The proposed Village clearly has distinct regions of commercial, civic, residential, natural, and agricultural lands. It also has clearly defined places for worship, an elementary school, and several parks and trails that enhance the strong sense of place. The next section of this report identifies aspects of the community that further enhances the sense of community.

Community Identity – Clubs (Adults) The Village of Maine is currently home to the Maine Lions Club that was founded in 1958. This organization routinely holds and sponsors annual community events as fundraisers to help provide funding to other local non-profits; some events include, deer hide drop-off, chili supper, cornhole tournaments, golf tournaments, and the antique tractor pull.

Community Identity – Clubs (Families)

The Village is also home to two different 4-H clubs (Maine and North Maine). The University of Wisconsin-Extension program offers these 4-H Youth Development programs around the area to give young people opportunities to learn new skills, gain self-confidence, and contribute to their communities.

Community Identity – Churches and Cemeteries

The area proposed for inclusion in the Village of Maine contains four churches and three cemeteries. These churches and cemeteries include Grace Lutheran Church, Saint John Evangelical Lutheran Church and Cemetery, The New Testament Church, Zion Church, Maple Grove Cemetery, and Faith Lutheran Church and Cemetery. Each church offers a variety of service times throughout the week and most host Sunday school classes. These churches serve not only the existing residents from the Town of Maine but also the surrounding communities; therefore directly shaping the fabric and identity of the proposed Village. Map 2.1 identifies the local churches, cemeteries, schools, parks, trails, and other community gathering places.

Community Identity – Schools, Parks, and Trails

The proposed village is home to a variety of schools, parks, and public access trails. The parks, trails, and schools include;

- Willow Springs Gardens & The Old Town Hall
- Wisconsin River Forest Unit and Trail (detailed below)
- Brokaw Park/Recreation Area
- Restlawn Memorial Park
- Maine Elementary
- Snowmobile Trails (39.4 miles of trails)

Community Identity – Natural Features

The proposed Village is also part of the Eau Claire Flowage-Wisconsin River watershed and the Little Rib River watershed. These watersheds contain large areas of pristine forested lands with environmentally sensitive areas, including the Wisconsin River Forestry Unit. This 300 acre preserved site is bounded by the Town of Texas to the east, the Village of Maine to the west, and is bisected by the Wisconsin River. According to Marathon County, the forest "...is a mixture of mature, old white pines, young white and red pine areas, and bottomland hardwoods, within the flood plain of the Wisconsin River. There is an excellent hiking trail that parallels the ridge overlooking the flood plain." Map 2.3 identifies the local watersheds.

Community Identity – Service/Department/Districts

The Proposed Village will continue to be serviced by their own Fire Department. The current Village of Maine also serves several of the surrounding municipalities with fire response services. Map 2.3 illustrates the fire response district for the Village of Maine.



3.0 Community Businesses

3.1 Development Pattern - Community Economic Center

The proposed village could combine the economic presence of the current Village of Maine and the Village of Brokaw; therefore, granting the proposed Village a better economic strategy to better utilize and grown along the Highway 51 and County Highway WW intersection. Specifically increasing the economic presence along County Highway WW from the Wisconsin River to County Highway K. According to the Village of Maine Fire Department, the proposed Village contains the following business (Tables 3.1):

Tables 3.1 List of Businesses

List of Businesses		
Municipality	Property Address	Type of Business
Town of Maine	Faith Lutheran Church & Hall 15425 County Road K South	Place of Worship
Town of Maine	Robert's Broadcasting 6333 Rainbow Drive / Drive -by	Broadcasting
Town of Maine	Countryside Animal Hospital 14285 N 72nd Avenue	Personal Services
Town of Maine	Wausau Sales Corp 4510 County Road F	Commercial Sales/Services
Town of Maine	Mobile Warehouse 12850 County Road K South	Storage
Town of Maine	Anderson Brothers & Johnson (Quarry) 3485 Prehn Drive	Stone Quarry
Town of Maine	Lange Machine & Tool 11580 County Road K South	Commercial Sales/Services
Town of Maine	Red Granite Bar & Grill County Road K South	11420 Restaurant/Personal Services
Town of Maine	Schuelte Movers 11301 County Road K South	Personal Services
Town of Maine	Antony Gruetzmacher 4385 Naugatuck Road	Personal Services
Town of Maine	Anderson Brothers & Johnson (Quarry) 2180 Maine Drive	Stone Quarry
Town of Maine	Goetsch's Welding & Machine Road K South	9480 County Commercial Sales/Services
Town of Maine	Lactalis USA 8100 County Road K South	Dairy
Town of Maine	Schmidt's Ballroom Bar 7085 County Road A	Restaurant/Personal Services
Town of Maine	Grace Lutheran Church & Hall Road A	6655 County Place of Worship
Town of Maine	Willow Springs Roundbarn 6905 N. 60th Avenue	Tourism and Recreation
Town of Maine	Willow Springs Garden 5480 Hillcrest Drive	Tourism and Recreation
Town of Maine	Down to Earth Greenhouses 6104 52nd Avenue North	Personal Services
Town of Maine	NTC Agricultural Training Center 6625 County Road K South	Agricultural
Town of Maine	Maine Town Hall Avenue North	6111 44th Civic
Town of Maine	Maine Public Works 4302 Town Hall	Civic
Town of Maine	Maine Fire Department 4301 Town Hall	Civic
Town of Maine	Maine Elementary School 5901 North 44th Avenue	Civic
Town of Maine	St John's Lutheran Church 5304 North 44th Avenue	Place of Worship
Town of Maine	Burke's Construction 5102 39th Avenue North	Construction
Town of Maine	Falcon Warehousing 3700 - 1 Falcon Drive	Storage
Town of Maine	Forest Creations 3700 - 2 Falcon Drive	Craft
Town of Maine	Modern Machine Shop Falcon Drive	2003 Commercial Sales/Services
Town of Maine	Acupuncture Pain Treatment Clinic 3000 Emery Drive	Personal Services
Town of Maine	Kerber and Rose, CPA 4105 Dixie Avenue	Personal Services

List of Businesses		
Municipality	Property Address	Type of Business
Town of Maine	Central Wisconsin Woodworking 4003 Dixie Avenue	Personal Services
Town of Maine	IKAD Kustoms 4001 Dixie Avenue	Commercial Sales/Services
Town of Maine	Northwest Journey Wausau Drive	2805 Emery Counseling
Town of Maine	Asset Maintenance Drive	4202 Emery Personal Services
Town of Maine	Bryan's IDK Wings 4202 County Road WW	Restaurant/Personal Services
Town of Maine	Zom Compressor 4100 County Road WW	Commercial Sales/Services
Town of Maine	Service Motor Company Road WW	4047 County Personal Services - Auto
Town of Maine	Kemp Flooring County Road WW	4050 Construction
Town of Maine	X-Press Cash Management County Road WW, Suite A	4000 Personal Services
Town of Maine	Urban Construction North 39th Avenue	5909 Construction
Town of Maine	Jeff's Auto 6021 North 39th Avenue	Personal Services - Auto
Town of Maine	Northem State Utilities Road WW	3703 County Utilities
Town of Maine	Trailmates Snowmobile Club 3625 County Road WW	Civic
Town of Maine	Anderson Communications County Road WW	3520 Broadcasting
Town of Maine	Wayne Berry 5815 North 35th Avenue,	Agricultural
Town of Maine	Brandenburg Plumbing - Garage 5885 North 35th Avenue	Commercial Sales/Services
Town of Maine	A-Maine Storage 5880 North 35th Avenue	Storage
Town of Maine	Century Foundations 5950 North 35th Avenue	Construction
Town of Maine	Michael Ahern 3384 Geschen Drive	Agricultural
Town of Maine	Trailer Parking 3355 Geschen Drive	Storage
Town of Maine	New Construction 3352 Geschen Drive	Construction
Town of Maine	NTC Diesel Technology Geschen Drive	3353 Personal Services - Auto
Town of Maine	Rib Mountain Bowman Club Lane	2385 Julip Civic
Town of Maine	Pro-Motor Sports 5900 32nd Avenue North	Personal Services - Auto
Town of Maine	Band Instruments Repair Specialists 3380 County Road WW	Personal Services
Town of Maine	Swiderski - Marathon Implement 3301 County Road WW	Commercial Sales/Services
Town of Maine	Zastrow Trucking Drive	3450 Fleet Commercial Sales/Services
Town of Maine	K & I Service Fleet Drive	3320 Storage
Town of Maine	Schmidt's Landscaping 3280 Fleet Drive	Construction
Town of Maine	Richard's Supper Club 5305 32nd Avenue	Restaurant/Personal Services



List of Businesses		
Municipality	Property Address	Type of Business
Town of Maine	Forward Properties Avenue North: (Three Units) 4901 32nd	Property Management
Town of Maine	Dan's Service Plus 4801 32nd Avenue North	Construction
Town of Maine	Joe Radar Towing 4701 32nd Avenue North	Personal Services
Town of Maine	Northwest Petroleum 4080 (A) 20th Avenue North	Commercial Sales/Services
Town of Maine	REI 4080 (B) 20th Avenue North	Engineering
Town of Maine	Home Healing 1825 Burek Avenue	Construction
Town of Maine	Modern Sewer 1823 Burek Avenue	Construction
Town of Maine	Mauthy Construction 1805 Burek Avenue (920 10th Avenue North Onalaska WI)	Construction
Town of Maine	Northwest Tool & Manufacturing 2200 North 4th Avenue	Commercial Sales/Services
Town of Maine	3-M Graystone Plant 4000 4th Avenue North	Manufacturing
Town of Maine	Badger Bus Lines 2008 Cassidy Drive	Commercial Sales/Services
Town of Maine	Wausau Mini Storage 2100 Cassidy Drive (PO Box 996, Wausau 54402)	Storage
Town of Maine	George Baumgart Plumbing 2106 Cassidy Drive	Construction
Town of Maine	Cleary Building Corp 2108 Cassidy Drive Suite A	Construction
Town of Maine	Brad's Custom Upholstery 2108 Cassidy Drive Suite B	Commercial Services
Town of Maine	Denfield Construction 2120 Cassidy Drive	Construction
Town of Maine	Wisconsin Valley Veterinary Service 1605 Bovine Lane	Personal Services
Town of Maine	Wausau Signs 1609 Bovine Lane	Commercial Sales/Services
Town of Maine	Wausau Mini Storage 1611 Bovine Lane (PO Box 996, Wausau 54402)	Storage
Town of Maine	Tomahawk Service Company 2003 Merrill Avenue	Commercial Sales/Services
Town of Maine	Tina's Mirage Bar 2103 Merrill Avenue	Restaurant/Personal Services
Town of Maine	Grebe's Warehouse 2803 Merrill Avenue	Storage
Town of Maine	Baker- Bonski Chiropractic 2809 Merrill Avenue	Professional Services
Town of Maine	Wausau Boots and Saddle 5302 W. Wausau Avenue	Retail Sales
Town of Maine	Busy Bees Day Care Center 1511 28th Avenue North	Daycare
Town of Maine	Electolysis and Aurora Laser Clinic 1700 36th Avenue North	Professional Services
Town of Maine	Grabdms's Country Bakery 4305 Falcon Drive	Restaurant/Personal Services

List of Businesses		
Municipality	Property Address	Type of Business
Village of Brokaw	River Ridge Apartments 5017 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5047 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5097 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5157 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5167 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5177 28th Avenue N	Apartments
Village of Brokaw	Hearland Cooperative 2960 Frontier Drive	Grain Production
Village of Brokaw	David Moore 2905 Frontier Drive	Locksmith
Village of Brokaw	John Lucas Company 2865 Frontier Drive	Storage
Village of Brokaw	Anytime Self Storage 2660 Frontier Drive	Storage
Village of Brokaw	Cal Sprik 2635 Frontier Drive	Medical
Village of Brokaw	Snow Track 5555 26th Avenue N	Recreational Vehicle Sales
Village of Brokaw	Automotive Services of Wausau 2665 Freedom Drive	Personal Services - Auto
Village of Brokaw	LM Loadmasters 5475 28th Avenue N	Logistics
Village of Brokaw	Valley Scale 5555 28th Avenue N	Commercial Sales/Services
Village of Brokaw	Central State Mechanical Insulation 5500 28th Avenue N	Commercial Sales/Services
Village of Brokaw	Northwest Journey Wausau 5655 28th Avenue N	Counseling
Village of Brokaw	Army Reserve 5700 28th Avenue N	Office
Village of Brokaw	Brokaw Credit Union 300 Everest Avenue	Financial
Village of Brokaw	US Post Office 207 2nd Street	Office
Village of Brokaw	Louma Contract 214 2nd Street	Commercial Sales/Services
Village of Brokaw	TerX Shredding (Wausau Paper Mill) 107 Everest Avenue	Former Mill
Village of Brokaw	Riverview Construction Nr 1 Road Yard Road	Construction
Village of Brokaw	Brokaw Waste Water Treatment Plant E. Everest Avenue	Water Treatment Plant
Village of Brokaw	Brokaw Village Garage 3rd Street	Civic
Village of Brokaw	Brokaw Village Hall 210 2nd Street	Civic



4.0 School District Information

The current Village of Maine is completely located within the Wausau School District. Map 4.1 illustrates the school district boundary. The Wausau School District has one facility located within the proposed boundary. According to the Wisconsin Department of Public Instruction Maine Elementary enrolls between 200 and 250 students annually. Furthermore, according to the PublicSchoolReview.com, Maine Elementary maintains a student to teacher ratio of 15 to1; this is slightly higher than the 14-1 average ratio for Wisconsin average. Table 4.1 outlines the Wausau School District enrollment totals.

Table 4.1: Wausau School District Enrollment

School Name	Enrollment
A C Kiefer Educational Center	387
East High	1,020
EnrichExcelAchieveLrngAcad	80
Franklin Elementary	324
G D Jones Elementary	321
Grant Elementary	234
Hawthorn Hills Elementary	260
Hewitt-Texas Elementary	146
Horace Mann Middle	763
John Marshall Elementary	387
John Muir Middle	958
Lincoln Elementary	283
Maine Elementary	245
Rib Mountain Elementary	275
Riverview Elementary	455
South Mountain Elementary	256
Stettin Elementary	312
Thomas Jefferson Elementary	398
Wausau EGL Acad	70
WausauAreaMontessoriCharter	96
West High	1,358
Total	8,628

5.0 Existing Ordinances and Governing

Zoning Ordinance

The Village of Maine adopted the current zoning ordinance in January 1998. The Village of Brokaw adopted the current zoning ordinance in June 1991. The Town of Texas Zoning Ordinance became effective June 11, 2007, and closely mimics the existing Village of Maine ordinance adopted ten years prior. Map 5.1 illustrates the zoning districts.

A complete analysis of the existing zoning codes is included in Table 5.1. The analysis only considers districts that would be included as part of the boundary agreements. The table includes a recommendation/modification section that will guide elected officials when adapting annexed property to the existing zoning code.

Table 5.1 Zoning Comparison

Town of Maine			Town of Texas		Village of Brokaw	
District	District	Proposed Modifications	District	Proposed Modifications	District	Proposed Modifications
AG: Agricultural District					A/R: Agricultural /Residential	Merge some dimensional standards. Most are consistent or applicable
WP: Wetland Preservation District						
R1: Single Family Residence District	RS-1/20: Single Family Residence District	None				
			R1: Single Family Residence District			Creation of a more urban district to accommodate reduced set backs, lot area.
			R2: Single Family Residence District			Creation of a more urban district to accommodate reduced set backs, lot area.
			R3: Two Family Residence District			Creation of a more urban district to accommodate reduced set backs, lot area.
R2: Multiple Family Residence District			R4: Multiple Family Residential District			Revise lot area standards to create a more urban multifamily district
CP: Conservancy Protection District						
RC: Recreation District	RC: Recreation District	None				
PUL: Public or Utility Lands			P: Public and Semipublic District			Define permits and conditional uses
B1: Community Service Business	C1: Commercial District	None	B1: Business District			No dimensional standards. Need to comply with Maine zoning ord
B2: General Commercial District						

Comprehensive Plan – Existing Village of Maine

The Village of Maine (at the time the Town of Maine) adopted the current comprehensive plan on November 21, 2009. This plan was to meet the requirements under Wisconsin Statutes 16.965, 16.9615 and 66.1001 – the legislation better known as “Smart Growth Law.” It outlines the community's goals and objectives to address the issues and opportunities identified in the separate chapter of the Conditions and Issues Report to help facilitate and guide future growth. Goals and objectives were developed relative to each of the required nine Smart Grown plan elements. The goals and objectives, specific policies, strategies and actions, and future land use map are recommendations to enable the community to achieve planned and systematic growth. The project started in 2002 and was a result of a multi-jurisdictional issues and opportunities research between 12 villages, three cities, and 38 towns conducted by URS, the goals and strategies section of the plan was completed shortly after.

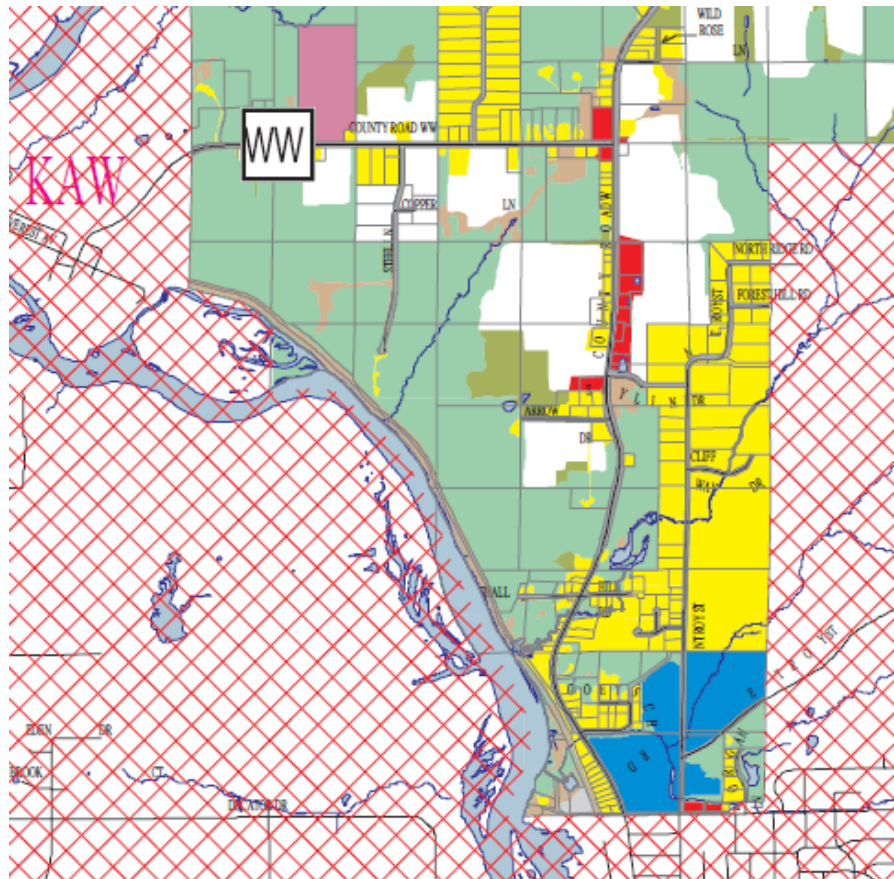
Comprehensive Plan – Existing Town of Texas

The Town of Texas adopted the current comprehensive plan in January 2006. This plan was to meet the requirements under Wisconsin Statutes 16.965, 16.9615 and 66.1001 – the legislation better known as “Smart Growth Law.” It outlines the community's goals and objectives to address the issues and opportunities identified in the separate chapter of the Conditions and Issues Report to help facilitate and guide future growth. Goals and objectives were developed relative to each of the required nine Smart Grown plan elements. The goals and objectives, specific policies, strategies and actions, and future land use map are recommendations to enable the community to achieve planned and systematic growth. The project started in 2002 and was a result of a multi-jurisdictional issues and opportunities research between 12 villages,

three cities, and 38 towns conducted by URS, the goals and strategies section of the plan was completed by MSA. The proposed boundary agreement would maintain the land uses as stated in the current Town of Texas Comprehensive plan as detailed in Figure 5.1 below.

Figure 5.1 Existing Town of Texas Future Land Use Map

- Single Family Residential
- Multi-Family Residential
- Commercial
- Industrial
- Quarry
- Barren
- Crop Land
- Other Agriculture
- Transitional Agriculture
- Forest Land
- Public/Quasi-Public
- Recreational
- Transportation
- Water

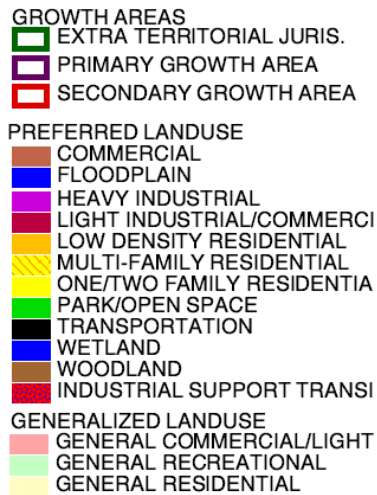


The lands in proposed incorporation area from the Town of Texas into the Village of Maine are nearly fully developed with exception to the lands owned controlled under Restlawn Memorial Park. Therefore, the subject area will be maintained in the current state by private sewer systems.

Comprehensive Plan – Existing Village of Brokaw

The Village of Brokaw adopted the current comprehensive plan in January of, 2006. This plan was to meet the requirements under Wisconsin Statutes 16.965, 16.9615 and 66.1001 – the legislation better known as “Smart Growth Law.” It outlines the community’s goals and objectives to address the issues and opportunities identified in the separate chapter of the Conditions and Issues Report to help facilitate and guide future growth. Goals and objectives were developed relative to each of the required nine Smart Grown plan elements. The goals and objectives, specific policies, strategies and actions, and future land use map are recommendations to enable the community to achieve planned and systematic growth. The project started in 2002 and was a result of a multi-jurisdictional issues and opportunities research between 12 villages, three cities, and 38 towns conducted by URS, the goals and strategies section of the plan was completed by Foth & Van Dyke, and Associates. The proposed boundary agreement will maintain the land uses as stated in the current Village of Brokaw Comprehensive plan as detailed in Figure 5.2 on the next page.

Figure 5.2 Existing Village of
Brokaw Future Land Use Map



The lands in proposed incorporation area from the Village of Brokaw into the Village of Maine were developed using the existing sewer and water infrastructure. Therefore, the subject area will continue to be maintained by the sewer and water infrastructure. A complete summary of the utility infrastructure is included in a separate section of his report.

County Jurisdiction

Each of the three listed municipalities is subject to the Marathon County subdivision and land division process and wetland protection ordinances. The Village of Brokaw has a separate floodplain ordinance.

County Jurisdiction - Shoreland Zoning

The proposed Village of Maine will continue to be governed by Marathon County ordinances relating to private on-site sewerage systems, private wells, and county highway access control. The village will also adhere to the related Marathon County shoreland zoning standards, which will be enforced by the proposed village

Committees and Commissions – Village Board of Supervisors

The existing Town and Village Boards are served by Board Supervisors, elected in the spring, and serve two-year terms beginning on the third Tuesday in April. Supervisor 1 and Supervisor 3 are elected in even years; Supervisor 2, Supervisor 4, and the Village Chairperson are elected in odd years. All five Town Board Supervisors are at-large, which means they serve all of the residents equally. Board members also serve as commissioners on the local committees of jurisdiction. This process will be maintained with the proposed Village.

Land Use Trends

The Town of Maine and Town of Texas experienced a sustained stable growth over the past decade while the Village of Brokaw experienced a slight reduction in population and

consequently building starts after 2010. The majority of the building starts in the Village of Brokaw happened in the early 2000's after the Village opened up the western subdivision annexed from the Town of Maine. Table 6.1 identifies the building starts by year since 2000. It should be noted that several areas of the Town of Maine were annexed into the City of Wausau thus impacting growth statistics.

Table 5.2: 2000-2015 Building Starts

MCD Type	Municipality	Number of Increase	Percent Increase From Pre 2000
Town Village	Maine	135	17.3%
Town	Texas	60	9.1%
Village	Brokaw	103	312.1%
City	Wausau	2,384	14.9%
County	Marathon	10,082	21.0%
State	Wisconsin	364,314	16.0%

6.0 Transportation System

Highway 51 bisects the proposed village and serves as the principal arterial road leading into and out of the City of Wausau. Other collector roads include County Highways K, WW, U, F, and FF. Map 7.0 illustrates the vehicular transportation network.

The Proposed Village is also mapped to be part of the regional bike network that is to be developed over the next few decades. See Wausau Area Metropolitan Planning Organization and Planning Commission below.

7.0 Local, County, and Regional Plans

Marathon County Comprehensive Plans –

Marathon County is currently preparing an update to the County Comprehensive Plan. The previous plan was adopted May 23, 2006.

Sewer Service Planning Area

Marathon County Conservation, Planning & Zoning Department serves as the water quality planning agency under the direction of the Wisconsin Department of Natural Resources. This organization creates water quality goals, annual plans, and maintains the sewer service map.

According to their resources:

The goals of sewer service planning are to plan for communities' wastewater collection systems to adequately accommodate growth, to protect the communities' water supply through sound planning, and to assure growth occurs in a cost-effective manner. The on-going Wausau Urban Area Sewer Service Area planning effort is intended to consolidate these efforts of the communities within the area, and to coordinate planning activities with adjacent communities and other on-going planning activities (transportation planning, comprehensive planning, hazard mitigation planning).

Map 8.1 identifies the sewer service are.

a

Wausau Area Metropolitan Planning Organization and Planning Commission (Transportation Plans and Programs)

Both the Village of Brokaw and the Village of Maine are represented as a member of the Marathon County Metropolitan Planning Commission. The current guiding documents prepared by the MP) are as follows:

- Coordinated Public Transit - Human Services Transportation Plan 2014-2018
- Long Range Transportation Planning (LRTP)
- Transportation Improvement Program (TIP)
- Transit Development Program (TDP)
- Unified Planning Work Program (UPWP)
- Public Participation Plan
- Federally Obligated Projects
- Wausau MPO Bicycle and Pedestrian Plan
- 2007 Cooperative Agreement for Continuing Transportation Planning
- Marathon County Transportation Program Needs Assessment

8.0 Reports and Feasibility Studies

A copy of the Village of Brokaw Financial & Economic Study is included as an appendix to this study.

9.0 Existing or Closed Solid Waste Landfills

Landfills

There are no private or public landfills located within the district.

Brownfields

The proposed Village of Maine has twenty closed brownfields that could require additional monitoring before any land disturbing activities. The proposed Village of Maine also has four open brownfields, primarily located in the current Village of Brokaw. The proposed Village also has twenty closed brownfield sites. Map 10.1 illustrates the locations of the open and closed brownfield sites.

10.0 Irregular Boundaries

The boundaries of the proposed incorporated area do not form irregular boundaries; the boundaries easily identifiable by man-made or natural physical features. The eastern boundary of the proposed Village of Maine consists the Wisconsin River, the current Village of Brokaw boundary and N Troy Street. The southern Boundary line is the current Village of Maine boundary and Evergreen Road. The western property line is current Village of Maine boundary line. The northern boundary is the current Village of Maine also known as County Highway FF.

11.0 Summary of Findings

The petitioners believe that the area proposed for the Village of Maine clearly meets all of the requirements of Wisconsin Statutes. The petitioners feel that the area is compact and homogenous and feel that the area has sufficient private utility service to maintain the edges of the municipality while the attachment of the Village of Brokaw will enable the proposed Village to provide public water services to residents of the territory. This will incentivize additional development to defray costs related to increasing or expanding sewer services in the area.

Therefore, the petitioners believe that the proposed village can provide for the level of services desired and needed by the residents of the area; furthermore, each of the petitions to incorporate into the City of Wausau could potentially be serviced by the infrastructure in the

proposed Village. For all these reasons the petitioners on behalf of the territory ask the Incorporation Review Board to approve the boundary agreement/incorporation of the Village of Maine in Marathon County, Wisconsin.



Exhibit O: Vierbicher Funding Strategy Report

Village of Brokaw Public Funding Summary

Prepared For:
Village of Maine
6111 N. 44th Avenue
Wausau, WI 54401

Prepared by:
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, WI 53717

Prepared On:
January 18, 2016
Revised March 7, 2016

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vierbicher
planners | engineers | advisors



Village of Brokaw Public Funding Summary Table of Contents

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Disclaimer

The purpose of this report is to identify funding strategies for recommended infrastructure improvements within the Village of Brokaw. The financial summary is intended to identify key financial parameters to help determine eligibility of various funding programs. The financial information was obtained from the Wisconsin Department of Revenue, Wisconsin Public Service Commission and a document entitled "Financial & Economic Study for the Village of Brokaw, prepared by Schenck, SC and Phillips Borowski, SC, dated January 8, 2015. Vierbicher was unable to obtain a copy of the Village of Brokaw audited 2014 financial statements. As such, definitive conclusions regarding the financial status of the Village cannot be made.

The recommended funding strategies are based on prior experience working with the public funding programs, plus conversations with funding agency staff. Prior to implementation of projects, a final funding strategy should be developed.

Vierbicher is not registered with the Securities and Exchange Commission as a municipal financial advisor. Vierbicher does not perform municipal financial advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

Financial Summary

I. Financial Comparison to Other Comparable Wisconsin Communities

A. General Financial Parameters

Table 1 summarizes general financial data obtained from the Wisconsin Department of Revenue for communities under 1,000 population, located within a 30 mile radius of Brokaw. Brokaw's property tax levy and G.O. Debt are substantially above the average for the comparable communities.

Table 1: Property Tax and G.O. Debt Comparison (2014)

Community	Population	Local* Property Tax Levy Per Capita	G.O. Debt* Per Capita	Net Mill Rate Per \$1,000
Almond	446	\$ 135	\$ 0	\$ 17.69
Amherst Junction	375	\$ 192	\$ 0	\$ 17.56
Arpin	329	\$ 212	\$ 0	\$ 20.98
Auburndale	706	\$ 231	\$ 0	\$ 19.98
Biron	835	\$1,286	\$2,236	\$ 25.85
Fenwood	147	\$ 57	\$ 525	\$ 17.08
Milladore	280	\$ 154	\$ 0	\$ 17.45
Pittsville	872	\$ 1,084	\$ 342	\$ 26.85
Rosholt	503	\$ 278	\$1,604	\$ 22.92
Rudolph	432	\$ 68	\$ 0	\$ 16.24
Average of Above Comm.	NA	\$ 370	\$ 312	\$ 20.26
Brokaw	252	\$ 2,848	\$3,428	\$ 36.61
Percent Compared to Average		770%	1,099%	181%

*Note: Includes Tax Incremental Financing Revenue & G. O. Debt. Does not include tax levy from overlying taxing entities.

B. Sanitary Sewer Utility Rates

Table 2 summarizes sanitary sewer rates for communities under 1,000 population located within a 30 mile radius of Brokaw. The data is taken from a 2010 Sewer User Charge Survey Report, by MSA. Brokaw's sewer rates are substantially higher than the average rate of the comparable communities and the average rate of all Wisconsin communities in the 1 to 500 population range.

Table 2: Sanitary Sewer Rate Comparison (2010)

Community	Population	Annual Sewer Cost Per Household (Based on 55,000 gallons per year)
Almond	446	\$ 188
Amherst Junction	375	\$ 494
Arpin	329	\$ 300
Auburndale	706	\$ 308
Biron	835	\$ 364
Fenwood	147	\$ 480
Milladore	280	\$ 516
Pittsville	872	\$ 305
Rosholt	503	\$ 371
Rudolph	432	\$ 222
Average of Above Communities	NA	\$ 355
Wis. Avg. (1 to 500 Pop.)	NA	\$ 404
Brokaw	252	\$ 330



C. Municipal Water Utility

Table 3 summarizes municipal water rates for comparable communities located within a 30 mile radius compiled from the Wisconsin Public Service Commission Bulletin 25, dated Jan. 2015. The rates do not include Public Fire Protection Charges. Brokaw's water rates are substantially higher than the average rate of the comparable communities and the average rate of all Class D Utilities in Wisconsin.

Table 3: Municipal Water Rate Comparison (As of 01/30/15)

Community	Population	Annual Water Cost Per Household (Based on 75,000 gallons per year)
Amherst	1,048	\$ 584
Athens	1,105	\$ 431
Biron	835	\$ 364
Milladore	280	\$ 467
Pittsville	872	\$ 518
Average of Above Communities	NA	\$ 473
Wis. Avg. (Class D Utilities)	NA	\$ 397
Brokaw (Based on current rates)	252	\$ 884 (223% higher than average)
Brokaw (Based on proposed increase)	252	\$ 990 (249% higher than average)

II. General Fund Summary

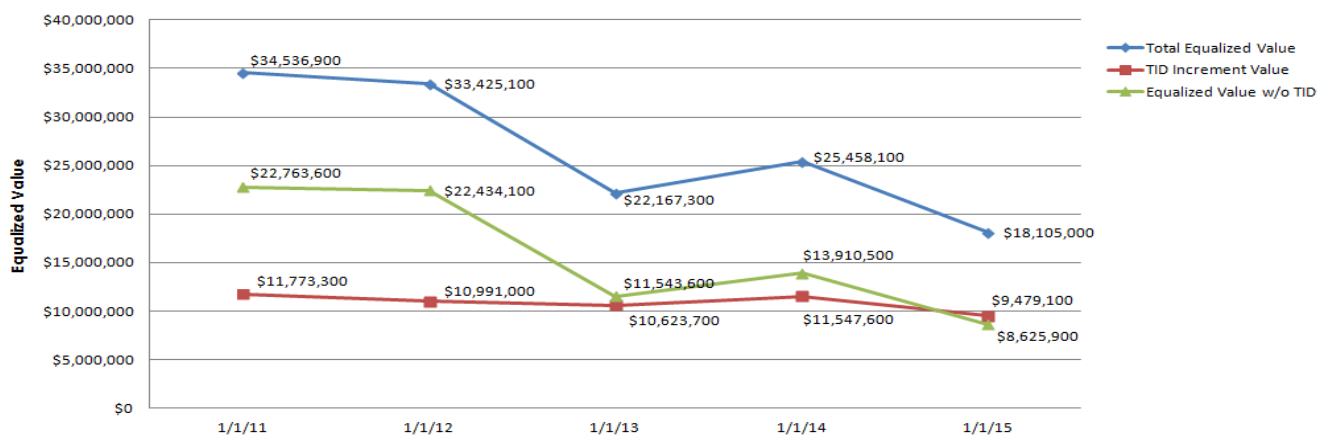
A. Equalized Value Trends

Tables 4a and 4b summarize Brokaw's equalized value since 2011. The total equalized value decreased by 47.6% from 2011 to 2015.

Table 4a: Equalized Value Trends

Description	1/1/11	1/1/12	1/1/13	1/1/14	1/1/15	Percent Change
Total Equalized Value	\$34,536,900	\$33,425,100	\$22,167,300	\$25,458,100	\$18,105,000	-47.6%
TID Increment Value	\$11,773,300	\$10,991,000	\$10,623,700	\$11,547,600	\$9,479,100	-19.5%
Equalized Value w/o TID	\$22,763,600	\$22,434,100	\$11,543,600	\$13,910,500	\$8,625,900	-62.1%

Table 4b: Equalized Value Trends



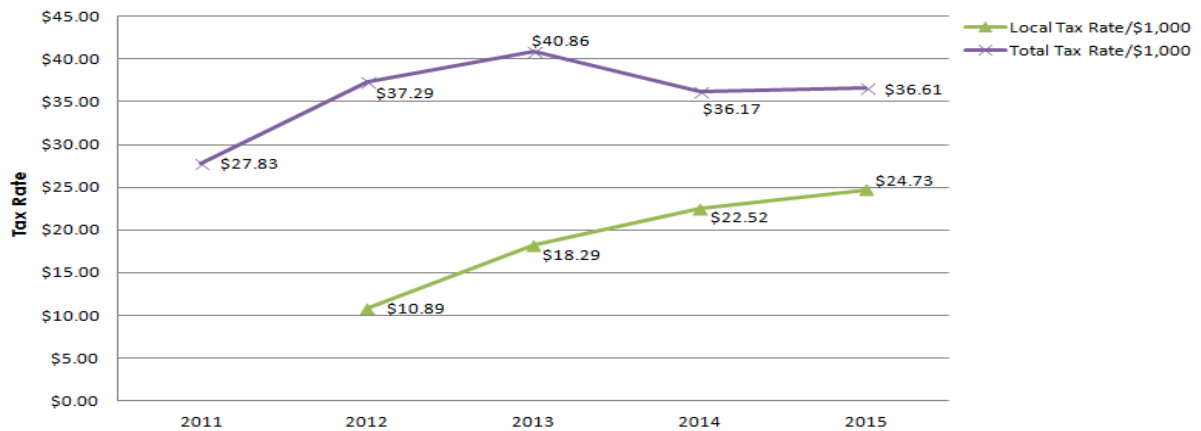
B. Tax Rate Trends

Tables 5a and 5b summarize Brokaw's tax rate since 2011. The local tax rate has increased by 127.1% since 2011, and the total tax rate increased by 31.6%.

Table 5a: Tax Rate Trends

Description	2011	2012	2013	2014	2015	Percent Change
Local Tax Rate/\$1,000	\$0.00	\$10.89	\$18.29	\$22.52	\$24.73	+127.1%
Total Tax Rate/\$1,000	\$27.83	\$37.29	\$40.86	\$36.17	\$36.61	+31.6%

Table 5b: Tax Rate Trend



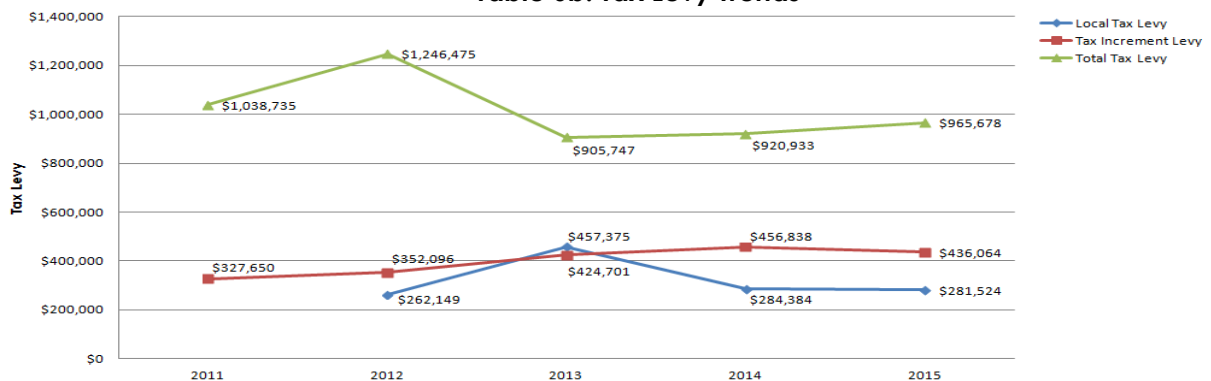
C. Tax Levy Trends

Tables 6a and 6b summarize Brokaw's tax levy since 2011. The total tax rate has decreased increased by 5.2% since 2011, however the tax increment levy increased by 23.8%.

Table 6a: Tax Levy Trends

Description	2011	2012	2013	2014	2015	Percent Change
Local Tax Levy	\$0	\$262,149	\$457,375	\$284,384	\$281,524	+7.4%
Tax Increment Levy	\$0	\$352,096	\$424,701	\$456,838	\$436,064	+23.8%
Total Tax Levy	\$0	\$1,246,475	\$905,747	\$920,933	\$965,678	-5.2%

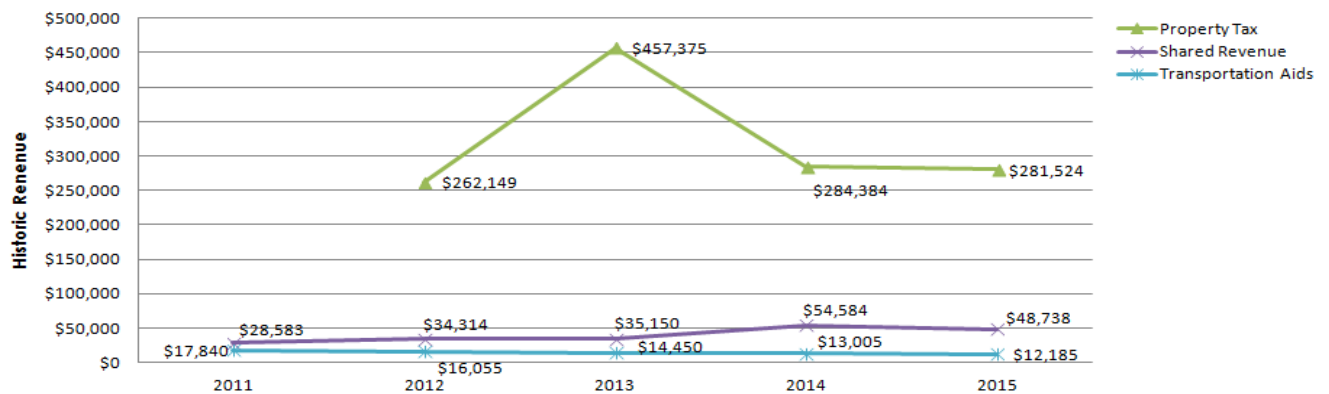
Table 6b: Tax Levy Trends



D. Historic Revenue Trends

The following chart illustrates the historic revenue trends for the Village of Brokaw.

Table 7: Historic Revenue Trends



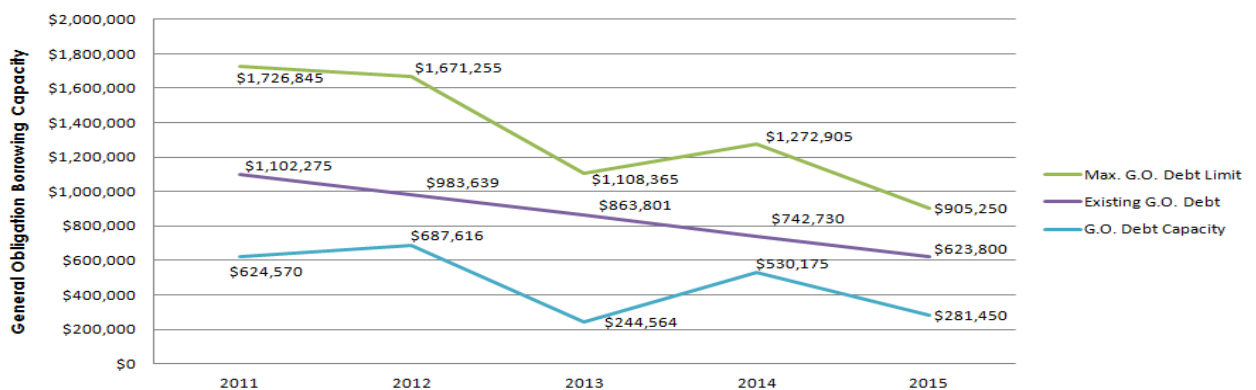
E. General Fund Balance

The Village General Fund had a deficit balance of \$499,044 as of December 31, 2013. The deficit has accumulated over the years as a result of expenditures exceeding revenues. The Village has advanced funds from the Water Utility and Tax Increment District No. 1 to cover operating costs. The Village General Fund is not generating adequate revenue to repay these advances.

F. General Obligation Borrowing Capacity

The Village's General Obligation (G.O.) borrowing capacity is summarized in Table 8. The Village has used nearly 70% of the General Obligation Capacity which is very high.

Table 8: General Obligation Borrowing Capacity



*Note: The existing G. O. Debt for 2015 is estimated by reducing the debt by \$120,000 per year, which was the trend in previous years.

III. Sanitary Sewer Utility Summary

The Brokaw Sewer Utility is currently operating at a significant deficit. The revenue generated by sewer user rates cover approximately one third of the expenses. The remaining revenue needed to cover the sewer utility operation is coming from the general property tax levy, which is approximately \$100,000 per year.



IV. Water Utility Summary

The Wisconsin Public Service Commission (PSC) approved the current water rates on December 27, 2008. Based on the water rate comparison in Table 3, Brokaw's existing water rates are 223% above the average Class D utility. Based on discussions with the Village's Public Works Operator, Charlie Blarek, the Village is currently applying for a 12% increase to the water rates. If approved, the new rates will be 249% above the average for Class D utilities.

Based on the PSC Annual Report dated Dec. 31, 2014, the Brokaw Water Utility incurred operating losses of \$181,529 to 2014 and \$202,885 in 2013. The Water Utility receives non-operating revenue from property tax revenue to finance a portion of the operating losses.

Based on the PSC Annual Report dated Dec. 31, 2014, the Brokaw Water Utility had a cash balance of \$29,644. In addition, the General Fund owed the Water Utility \$126,630. The Water Utility does not have a Reserve Fund established for equipment and water systems upgrades.

The Brokaw Water Utility has \$233,388 of long term debt as of Dec. 31, 2014. The bond was issued on April 13, 2011 and has a maturity date of May 01, 2028. The bond was issued as General Obligation Debt.

Water sales have decreased by 95% since the closing of the paper mill. Due to the significant reduction in water usage, the current water supply and storage facilities are significantly oversized. This is resulting in severe water quality problems in the summer and freezing in the winter. To mitigate these issues, the Village is pumping excess water to flush the system. In 2014, only 19% of the water purchased was actually sold to utility customers.

In 2014, the total operating and maintenance cost for the water utility was \$172,276. Of which \$47,515 was for purchasing water from Wausau, \$13,762 for electric power for the pumping station, \$55,157 for operator's labor, and \$55,842 for miscellaneous administrative and operating costs. **The Brokaw Water Utility operation and maintenance cost is roughly \$100,000 more than an average small water utility.**

V. Tax Incremental Finance Program Summary

The Village of Brokaw created TID No. 1 on Sept. 29, 1997 as an Industrial Development TID. The end of the expenditure period was on Sept. 29, 2015. The original latest termination date was Sept. 29, 2020. However, the Village declared TID No. 1 distressed which extended the maximum termination date to Sept. 29, 2030.

The TID No. 1 debt was funded using Lease Revenue Bonds issued by the Community Development Authority (CDA). In November 2014 the CDA refinanced the original debt and issued a \$2,775,000 Lease Revenue Bond. The annual debt service payments for the new bond ranges from \$269,219 to \$369,000 and is schedule to be repaid by 2026. The tax increments from TID No. 1 are estimated to be \$335,000 annually and are expected to cover the debt service payments.

TID No. 1 will not be able to fund additional projects because the expenditure period has expired. The Village of Brokaw cannot create a new TID because the increment in TID No. 1 exceeds 12% of the total valuation.

The Village of Maine is able to create a tax increment district and should explore strategies for using TIF to fund upcoming projects. For example, if an area within the Village is targeted for new development, TIF could be used to fund development costs such as land acquisition, infrastructure improvements and development incentives. If the new development will also be served by the Village of Brokaw infrastructure, the Village of Maine's TIF could help fund improvements that are required to accommodate the new development.



Summary of Intergovernmental Grants and Loans

A. General Obligation Borrowing

1. 2015 Total Equalized Value = \$18,105,000
2. 2015 Maximum General Obligation Debt Limit (5% of Equalized Value) = \$905,250
3. 2015 General Obligation Debt = \$623,801 (Estimated)
4. 2015 General Obligation Debt Margin = \$281,449 (31%)
5. Current Interest Rates for General Obligation Debt (State Trust Fund)
 - 1 to 5 year loan = 2.5%
 - 6 to 10 year loan = 3.25%
 - 11 to 20 year loan = 3.75%
6. General Obligation Debt is generally reserved for “non-utility” capital expenditures such as streets, storm sewer, equipment, fire station, municipal buildings, etc.

Based on the Village's current G.O. Debt margin, the Village should minimize additional G. O. Debt until the existing debt balance is reduced.

B. U.S.D.A. Rural Development – Rural Utilities Loan & Grant Program

The U.S.D.A. Rural Development water loan and grant program works well for larger projects in lower income communities. Due to the significant amount of paper work involved, it generally does not make sense to use this program for projects less than \$500,000. Following is a summary of how this program would work if the Village implemented all of the recommended water system improvement projects.

1. Brokaw's MHI = \$41,250, which is 78.2% of Wisconsin's \$52,738 MHI
2. Based on MHI, Brokaw is a “Grant Eligible” Community
3. Sewer & Water Program
 - User Rates Must Exceed \$30 / RUE / month at minimum to Trigger Grants
 - RUE User Rate: 1% of MHI = 10% grant; 1.25% of MHI = 25% grant; 2% of MHI = 45% grant
 - Maximum grant = 45% (More realistic grant = 20% to 30%)
4. Current Loan Terms
 - 40 year amortization term
 - 2.75% fixed interest rate
5. Possible Funding Scenarios
 - Brokaw is eligible for Rural Development funding based on the MHI and existing water user rates. The Village could receive 30% or more of grant funds for the water system improvement projects. The remaining 70% of the project costs would need to be funded with Rural Development loan funds.
6. Rural Development Program Schedule
 - Recommended pre-application submittal: Prior to October 2016
 - Pre-Application approval: December 2016(commitment of funds)
 - Final application, plans & specs. and approvals: March 2017
 - Bidding & contract award: May 2017
 - Construction: 2017

Julie Giese from Rural Development said they will not provide funding to Brokaw unless there is a good plan in place for a sustainable community, plus new community leadership is put in place.

C. Community Development Block Grant (CDBG)

1. National Objectives
 - Low-to-Moderate (LMI) Benefit (Need to be over 51% LMI)
 - Blight Elimination
 - Local Urgent Need



2. CDBG Grant Eligibility
 - Village of Brokaw's LMI = 53.66%
 - The Village exceeds the 51% LMI benefit threshold.
 - Community-wide infrastructure projects such as the water supply or wastewater treatment projects would use the Village LMI percentage and would have a LMI benefit over 51%.
 - If the Village implemented an infrastructure project that served just a neighborhood such as a water main replacement, the Village would need to conduct a neighborhood-level income survey to document over 51% of the residents served are LMI.
3. The CDBG program funding possibilities include:
 - CDBG Public Facilities Grant Amount = 50% of project cost, \$500,000 maximum grant
 - CDBG Public Facilities for Economic Development: Infrastructure improvements serving an economic development project resulting in job creation or retention. For example, an industrial park.

A CDBG Public Facilities program is a good fit for Brokaw. A CDBG grant should be pursued for infrastructure improvement projects.

D. U.S. Economic Development Administration

The U.S. Economic Development Administration (EDA) administers grant programs to promote economic growth and to assist economic disadvantaged communities. The standard grant awards are 50% of eligible project costs. However, based on discussions with Lee Shirey at EDA, Brokaw could probably receive an 80% grant due to the Village's financial situation.

The two primary programs administered by the EDA include:

1. Investments for Public Works and Economic Development Facilities. This program provides grants to fund industrial park infrastructure projects and incubator facilities. The municipality is required to demonstrate they will create jobs and leverage private investment. The maximum grant is 80% of the eligible project costs, up to \$3 million.
2. Economic Adjustment Assistance. This program provides planning grants to fund economic development plans and incubator feasibility studies.

Lee Shirey indicated EDA could be involved with a strategy that would target economic growth that would create new jobs for the area, plus create new customers for the existing water utility. He recommended the following strategy for the Village of Brokaw:

Step 1: Apply for an EDA Economic Adjustment grant to fund an "Economic Recovery Strategy". This should include a targeted business analysis to identify businesses who are large water users. The applications are accepted continuously. The EDA reviews pre-applications monthly and would provide a response within 30 days. If the response is positive, the EDA would invite the Village to submit a final application. Once funded, the Village would prepare an "Economic Recovery Strategy" and submit the plan to EDA.

Step 2: Apply for an EDA Public Works grant to fund infrastructure improvements required to implement the Economic Recovery Strategy identified in the planning phase.

The EDA is recommending the Village implement an economic recovery program to target business who are large water users, plus would create new tax base and jobs. The Village should pursue an EDA Economic Adjustment grant to fund an Economic Recovery Strategy.

E. Wisconsin Department of Natural Resources (WDNR) Programs

1. **WDNR Safe Drinking Water Loan (SDWL)** – This program provides reduced interest loans for municipal water system improvements including wells, reservoirs, treatment and distribution. Principal Forgiveness is also available based on financial need.

The application deadline for the upcoming funding cycle is as follows:

- Intent to Apply & PERF: October 31, 2016.
- Final applications: June 30, 2017 (Note, final applications include plans & specifications.)
- Principal Forgiveness Applications: June 30, 2017.

The terms for CWF loans is summarized as follows:

- The amortization term of CWF loans is 20 years.
- Brokaw's interest rate would be 1.073%. (Upgrade of Existing System)

Principal Forgiveness is available to municipalities to provide additional subsidy to reduce the user rates to avoid creating a financial hardship. The Principal Forgiveness is allocated to the highest priority projects in municipalities with the greatest financial need as determined by MHI, population trends and county unemployment rate. The amount of Principal Forgiveness is capped at 70% of the project cost. Brokaw would be a likely candidate to receive Principal Forgiveness due to the relatively low MHI and the Village's decreasing population.

The WDNR SDWL program is a good fit for the Village of Brokaw to fund water system improvement projects.

2. **WDNR Clean Water Fund (CWF) Loan** – This program provides funding for municipal wastewater projects including WWTPs, lift stations and collection systems. Hardship Grants and Principal Forgiveness are also available based on financial need.

The application deadline for the upcoming funding cycle is as follows:

- Intent to Apply & PERF: October 31, 2016.
- Final applications for non-hardship projects: On-going, accept applications year round.
- Hardship Applications: June 30, 2017.
- Principal Forgiveness Applications: September 30, 2017.

The terms for CWF loans is summarized as follows:

- The amortization term of CWF loans is 20 years.
- Brokaw's interest rate would be 2.275%.

Hardship Assistance is available to municipalities who meet the following criteria:

- Median household income (MHI) is 80 % or less of the state's MHI. Brokaw's MHI is \$41,250, or 78.2 % of the state's MHI.
- Sewer user rates exceed 2 % of the municipality's MHI. For Brokaw, 2% of the MHI = \$825 per year for a residential user. Brokaw's current sewer rates are approximately \$330 per year for residential users. As such the Village is not eligible for Hardship Assistance.

Principal Forgiveness is available to municipalities to provide additional subsidy to reduce the user rates to avoid creating a financial hardship. The Principal Forgiveness is allocated to the highest priority projects in municipalities with the greatest financial need as determined by MHI, population trends and county unemployment rate. The amount of Principal Forgiveness is capped at 70% of the project cost. Brokaw would be a likely candidate to receive Principal Forgiveness due to the relatively low MHI and the Village's decreasing population.

The WDNR CWF Program is a good fit for the Village of Brokaw to fund sewer system improvement projects.



3. **WDNR Knowles-Nelson Stewardship Grant** - Deadline May 1, 2016:
Maximum grant = \$250,000 (without Joint Commission approval). Requires 50% local match. The Stewardship Program includes: Aids for the Acquisition & Development of Local Parks (ADLP), Urban Rivers, Urban Green Space & Recreation Trails programs. Eligible projects: land acquisition, development of nature-based recreation facilities, recreation trails, development of support facilities such as access roads, parking, restrooms, signage, utility systems and lighting.

This program would be a good fit if a “river front” recreation area, recreation trails, or other public parks wanted to be developed.

4. **WDNR Recreational Boating Facilities Grant** – Deadline: Applications Accepted Quarterly
Maximum grants = 40% of eligible costs. Eligible projects: navigational dredging, boat ramps, docks, access roads, parking, sanitary facilities, navigational aids and weed harvesting equipment.

This program would be a good fit if a “river front” recreation area were to be developed including boat launch facilities.

5. **WDNR Urban Nonpoint Source & Storm Water Man. Grant** – Deadline April 15, 2016
Maximum grant = \$150,000 + \$50,000 for acquisition. Eligible planning projects: urban storm water management plans, ordinance development, creation of storm water utilities & public information. Eligible construction projects: storm water BMPs, engineering, land acquisition, stream bank & shoreline stabilization.

This program would be a good fit if the Village would be required to obtain a MS4 stormwater discharge permit. The WDNR has indicated the Village will not be required to obtain a permit.

6. **WDNR Municipal Flood Control Grant** – Deadline March 15, 2016
Maximum grant = \$650,000. Requires 30% local match. Eligible projects: acquisition & demolition of structures in the floodplain, flood proofing and flood mitigation.

This program is a good fit if there are structures that are located in the floodplain that needed to be acquired and relocated out of the floodplain.

F. Wisconsin Economic Development Corporation (WEDC) Programs

1. **Brownfield Grants**-No Deadline
Grants for redeveloping commercial and industrial sites with environmental contamination.
2. **Brownfield Site Assessment Grants**-No Deadline Grants for environmental investigations, demolition of structures and tank removal.
3. **Community Development Investment Grants**– Deadline April 2016 (Tentative): Grants to promote economic development projects with an emphasis on downtown revitalization. Maximum grant: \$250,000 for high impact and downtown building development projects, \$250,000 for public improvements & place making, and \$50,000 for planning & marketing. 75% local match required.
4. **Idle Industrial Sites Redevelopment Grants**– Deadline April 2016 (Tentative)
Grants to stimulate redevelopment of idle, abandoned and underutilized manufacturing sites over 10 acres in size. Maximum grant: 30% of total project costs up to \$500,000. Eligible projects: demolition, environmental remediation, and site-specific improvements.

G. Wisconsin Department of Transportation Programs (WDOT) Programs

1. **WDOT STP Urban & Rural** – Deadline June 2017: 80% funding for street improvements for roadways classified as collectors or above.
2. **WDOT Local Road Improvement Program (LRIP)** – Deadline November 1, 2017: 50% funding for municipal street improvements for roadways classified as local roads.
3. **DOT Alternatives Program** – Deadline January 29, 2016: This program was created by the new federal transportation bill (MAP 21). This program replaces the Transportation Enhancement, Recreational trails and Safe-Routes to Schools programs. 50% of the funds will be given to urban areas and 50% available for rural areas.
4. **WDOT Transportation Economic Assistance Grant** – No Deadlines
Maximum grant: \$5,000 per job created or retained, up to 50% of eligible project costs, maximum grant = \$1,000,000. Eligible projects: street improvements and rail spurs serving industrial development and other targeted employment sectors.

Recommended Funding Strategies

A. Economic Recovery Strategy

1. Project Summary: Prepare an Economic Development Strategy including a targeted business analysis to identify potential large water customers and other opportunities for growth.
2. Goal: Increase the tax base and number of users for the water and sewer utility, evaluate brownfield redevelopment opportunities.
3. Estimated Budget: \$50,000
4. Funding Plan: Apply for an 80% EDA Economic Assistance Grant.

B. Water System Improvements

The recommended alternative (#5) includes constructing one new well and modifying the water tower to increase the height. The major components for the recommended alternative include constructing one new water supply well, keeping the existing water transmission line for emergency water supply, lowering the water level in the water tower to 25,000 gallons, increasing the height of the water tower 25 feet to maintain adequate static pressures and making upgrades to the existing water distribution system.

1. Project Cost and Sources & Uses of Funds Summary

Following is a summary of the preliminary budget and funding strategy for the recommended improvements to the water system. The specific funding mix will need to be verified.

Project Budget & Sources & Uses of Funds Summary

Description	Total Budget	WDNR SDWL Loan	WDNR SDWL PF	CDBG PF Grant
• Water System Model	\$ 7,500			
• Well Site Search & Test Well	\$ 60,000			
• Construct Well #7	\$ 630,000			
• Retrofit Water Tower	\$ 345,000			
• Abandon Well #6	\$ 20,000			
• Replace Broken Water Main	\$ 90,000			
• Replace Water Mains	\$ 421,000			
• Construct 2 Dry Fire Hydrants	\$ 20,000			
• Subtotal	\$1,593,500	\$ 593,500	\$ 500,000	\$ 500,000

2. Impact on Operation & Maintenance (O&M) Costs

• Debt Service Costs (\$593,500 SDWL Loan @ 1.073%, 20 years)	= \$ 33,130 / year
• Plus 1.25% Debt Service Coverage	= \$ 8,280 / year
• Plus Equipment Reserve Fund	= \$ 5,000 / year
• Subtotal Increase in O&M Costs	= \$ 46,410 / year
• Less Reduction in Existing J&M Costs to Adjust to New System	= \$ 90,000 / year*
• Net Impact on O&M Costs	= -\$ 43,590 / year

*Note: Cost reduction reflects adjustment to reflect "normal" water rates, plus \$10,000 annual cost for maintaining the existing water transmission line for emergency water supply.

3. Impact on User Rates

• Number of Residential User Equivalents (RUEs)	= 103
• Rate Reduction per RUE (-\$43,590 / 103)	= \$ 423 / year

C. Sanitary Sewer System Improvements

1. Project Cost and Sources & Uses of Funds Summary

Following is a summary of the preliminary budget and funding strategy for the recommended improvements to the sanitary sewer system. The specific funding mix will need to be verified.

Project Budget & Sources & Uses of Funds Summary

Description	Total Budget	WDNR CWF Loan	WDNR CWF HDSP	CDBG PF Grant
• WWTP Blower Repair	\$ 5,000			
• Sewer Main Rehabilitation	\$ 155,000			
• Everest Ave. Sewer Replacement	\$ 45,000			
• Manhole Replacement	\$ 31,000			
• Everest Ave. Lift Station Repl.	\$ 300,000			
• Everest Ave. Forcemain	\$ 70,000			
• 4 th Street Lift Station Pump	\$ 20,000			
• Westside TV Inspection	\$ 5,000			
• Subtotal	\$ 631,000	\$ 316,000	\$ 0	\$ 315,000

2. Impact on Operation & Maintenance (O&M) Costs

• Debt Service Costs (\$316,000 SDWL Loan @ 2,275%, 20 years)	= \$ 19,780 / year
• Plus 1.25% Debt Service Coverage	= \$ 4,965 / year
• Plus Equipment Reserve Fund	= \$ 5,000 / year
• Subtotal Increase in O&M Costs	= \$ 29,745 / year

3. Impact on User Rates

• Number of Residential User Equivalents (RUEs)	= 103
• Rate Increase From Capital Improvements (\$29,745 / 103)	= \$ 289 / year
• Rate Increase To Shift Revenue from General Fund (\$100,000 / 103)	= \$ 971 / year
• Total Sewer Utility Rate Increase	= \$ 1,260 / year

D. Storm Sewer System Improvements

1. Project Cost and Sources & Uses of Funds Summary

Following is a summary of the preliminary budget and funding strategy for the recommended improvements to the storm sewer system. The specific funding mix will need to be verified.

Project Budget & Sources & Uses of Funds Summary

Description	Total Budget	Village Tax Levy	Village G. O. Loan	CDBG PF Grant
• Storm Sewer System Map	\$ 5,000	\$ 5,000	\$ 0	\$ 0
• Park Ave. & 3 rd St Study	\$ 2,900	\$ 2,900	\$ 0	\$ 0
• Park Ave. & 3 rd St Sewer Repl.	\$ 470,000	\$ 0	\$ 238,950	\$ 238,950
• Subtotal	\$ 477,900	\$ 7,900	\$ 239,950	\$ 238,950

2. Impact on Operation & Maintenance (O&M) Costs

• Debt Service Costs (\$238,950 G.O. Loan @ 3.75%, 10 years)	= \$ 17,197 / year
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E. Annual Street Improvements

Based on the "Village of Brokaw 2015 Pavement Surface Evaluation and Ratings Report", a repair and maintenance schedule has been prepared for the next seven years. Based on the recommended street improvement projects, the Village should budget an average of \$58,500 per year for the next seven years. The actual estimated annual budget amount is as follows:

Budget Year	Estimated Annual Budget Amount
2016	\$ 50,240
2017	\$ 51,360
2018	\$ 61,680
2019	\$ 44,940
2020	\$ 77,130
2021	\$ 73,700
2022	\$ 50,240

F. Implementation Schedule

1. CDBG Planning Grant

Prepare a comprehensive plan for the Village of Maine, Village of Brokaw and Town of Texas.

 - a. Submit Application May 27, 2016
 - b. Grant Awards Announced Aug, 2016
 - c. Contracting Period Sept/Oct 2016
 - d. Prepare Comprehensive Plan Update Nov 2016 – July 2017

2. EDA Economic Assistance Grant

Prepare an economic development plan for Brokaw and northern Marathon County. This will help define development opportunities and strategies to guide future public investments.

 - a. Submit Pre-Application June 2016
 - b. Pre-Application Response From EDA July 2016
 - c. Submit Final Application Sept 2016
 - d. EDA Grant Award Dec 2016
 - e. Prepare Economic Development Plan Feb – July 2017

3. DNR Safe Drinking Water/Clean Water Fund Water Sewer

Correct deficiencies in water and wastewater treatment facilities. Wastewater improvement needs will be better known after planning for future development occurs.

 - a. Submit Intent to Apply and PERF Oct. 31, 2016 Oct. 31, 2017
 - b. Prepare Final Application June 30, 2017 June 30, 2018
 - c. Prepare Plans and Bids June 30, 2017 June 30, 2018
 - d. Final Approval Sept 30, 2017 Sept 30, 2018
 - e. Bidding & Contract Award Dec 31, 2017 Dec 31, 2018
 - f. Construction Summer 2018 Summer 2019

4. CDBG Public Facilities

Correct deficiencies in storm sewer system.

 - a. Prepare and Submit Application May 2019
 - b. Grant Awards Announced Aug, 2019
 - c. Contracting Period Sept/Oct 2019
 - d. Design, Bid, Construct Nov 2019 – Sept 2020



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT NEITZEL
SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview/>

July 28, 2016

Betty Hoenisch, President
Village of Maine
Municipal Building
6111 N 44th Ave.
Wausau, WI 54401

Matthew Bootz, Chair
Town of Texas
T4510 River Hills Road
Wausau, WI 54403

Jeff Weisenberger, President
Village of Brokaw
311 North Third Street
PO Box 108
Brokaw, WI 54417

Re: Maine-Texas-Brokaw Cooperative Plan

Dear Betty, Matt, and Jeff,

On behalf of the Department of Administration, I want to recognize your communities' efforts in helping resolve problems resulting from 2011 closure of the Wausau-Mosinee Paper Company. The impacts of this closure are not limited to Brokaw but also potentially impact Marathon County and the larger central Wisconsin region. Development of this cooperative plan will help ensure that your work to date, and in the future, will form a solid foundation for guiding your residents back to financial and economic success and stability.

The Department is statutorily responsible for reviewing proposed cooperative plans to ensure that they comply with standards in s. 66.0307(5) Wis. Stats. The Department finds that three of these statutory standards are met, while two standards require additional information and revisions. Therefore, under authority in s. 66.0307(5)(d) Wis. Stats. the Department is returning the proposed cooperative plan to Maine, Texas, and Brokaw with the recommendation that it be re-submitted to include the specific revisions which are identified in the body of the enclosed determination. The Department believes that your Maine-Texas-Brokaw Cooperative Plan, if revised, may comply with the statutory standards.

According to the statute, you have 90 days from today's date to re-submit the plan. Should you have any questions about this process or our enclosed review determination, please contact me at (608) 266-7043 or Erich Schmidtke at (608) 264-6102.

Sincerely,

Dawn Vick, Administrator
Division of Intergovernmental Relations

cc: Shane VanderWaal, Town of Texas Attorney
Randy Frokjer, Village of Maine Attorney
Dean Dietrich, Village of Brokaw Attorney
Laura Callan, City of Wausau Special Counsel
Anne Jacobson, City of Wausau Attorney
Lynn Taschler
Jeff Stone, PSC Administrator
Becky Frisch, Marathon County Conservation, Planning & Zoning Dept.
Dennis Lawrence, NCWPRC Director

(the following communities and jurisdictions may access the Department's review determination and the communities' Cooperative Boundary Plan document at www.doa.state.wi.us/municipalboundaryreview)

Toni Rayala, City of Wausau Clerk
Chris Plautz
Yvonne Henning, Wausau School District Clerk
Nan Kottke, Marathon County Clerk
DuWayne Zamzow, Town of Berlin Clerk
Lori Weyers, President of North Central Technical College
Cindy Worden, Town of Wausau Clerk
Marlo Turner, Town of Stettin Clerk
Lorraine Beyersdorf, Town of Texas Clerk
Tina Meverden, Village of Maine Clerk
Michelle Peter, Town of Rib Mountain Clerk
Amanda Herdt, Town of Pine River Clerk
Rick Hass, Town of Corning Clerk
Deborah Raymer, Town of Scott Clerk
Michael Heyroth, Director of Rib Mountain Sanitary District
Kathleen Williams, Superintendent of Wausau School District
Ed Eberle, DNR Deputy Secretary
Ben Brancel, DATCP Secretary
Mark Gottlieb, DOT Secretary



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

WISCONSIN DEPARTMENT OF ADMINISTRATION

**REVIEW of the COOPERATIVE PLAN
under Section 66.0307, Wis. Stats.**

between the

**VILAGE OF MAINE, VILLAGE OF BROKAW,
and TOWN OF TEXAS
MARATHON COUNTY**

July 28, 2016

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**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT A. NEITZEL
SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

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Web: <http://doa.wi.gov/municipalboundaryreview/>

This determination constitutes the Department's review of the proposed cooperative plan between the Villages of Maine and Brokaw and Town of Texas under s. 66.0307 Wis. Stats. The Department is charged with reviewing cooperative plans for compliance with public interest standards set forth in s. 66.0307(5)(c) Wis. Stats.

In summary, it is the DETERMINATION OF THE DEPARTMENT OF ADMINISTRATION that when considering the proposed cooperative plan under Section 66.0307(5), Wis. Stats.:

Standard 1, Content of Cooperative Plan Sufficiently Detailed – Met

Standard 2, Cooperative Plan Consistent with Comprehensive Plans and State and Local Laws and Regulations – Met

Standard 3, Adequate Provision for Municipal Services – Currently Not Met

Standard 4, Provision for Affordable Housing – [Repealed & Inapplicable]

Standard 5, Compactness of Plan Territory – Currently Not Met

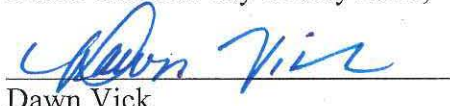
Standard 6, Planning Period is Consistent with Cooperative Plan - Met

The facts and analysis supporting these findings are discussed in the body of this determination. The Determination of the Department of Administration is as follows:

Pursuant to s. 66.0307(5)(d) Wis. Stats., the Department is returning the proposed cooperative plan to Maine, Texas, and Brokaw with the recommendation that it be re-submitted with revisions as discussed in the body of this determination.

The Department believes that this cooperative plan, if revised, may constitute a cooperative plan that complies with each of the above statutory standards. According to s. 66.0307(5)(d) Wis. Stats., the communities have 90 days from today's date in which to resubmit their revised cooperative plan to the Department.

Dated this 28th day of July 2016,



Dawn Vick

Administrator, Division of Intergovernmental Relations

NOTICE OF RIGHT TO APPEAL

This Notice sets forth the requirements and procedures for obtaining review for those persons who wish to obtain review of the attached decision of the Department. Per s. 66.0307(9), Wis. Stats., decisions of the Department are subject to judicial review under s. 227.52. Per s. 227.53 any person aggrieved by a decision of the Department is entitled to review. Per s. 227.53 (1) (a) 1., proceedings for review are instituted by serving a petition therefor upon the agency, either personally or by certified mail, and by filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Per s. 227.53 (1) (a) 2m., an appeal must be filed within 30 days after mailing of the decision by the agency. Per s. 227.53 (1) (b), the petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. Any petition for judicial review shall name the Department of Administration as the Respondent. Petitions for review should be served on the Department's Secretary, Scott A. Neitzel. The address for service is:

c/o DOA, Municipal Boundary Review
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. s. 227.52, 227.53 and 227.57 to ensure strict compliance with all requirements. The summary of appeal rights in this notice shall not be relied upon as a substitute for the careful review of all applicable statutes, nor shall it be relied upon as a substitute for obtaining the assistance of legal counsel.

Executive Summary

In accordance with s. 66.0307(5) of the Wisconsin Statutes, the Wisconsin Department of Administration (Department) has reviewed this proposed cooperative plan between the Villages of Maine and Brokaw and the Town of Texas.

On May 3, 2016, the Department received the *Village of Brokaw, Town of Texas and Village of Maine Cooperative Plan and Permanent Boundary Agreement* (hereinafter called the Cooperative Plan). The Villages and Town developed this Cooperative Plan in order to consolidate the entire Village of Brokaw and a portion of the Town of Texas with Maine. This plan proactively manages the imminent dissolution of the Village of Brokaw in order to minimize and control the financial impact to the communities of Maine and Texas. These communities would otherwise receive the Village of Brokaw in an unplanned and unpredictable dissolution. As the underlying Towns from which Brokaw was originally created, Maine and Texas would be the statutory recipients of Brokaw debt, assets, and territory in the event of its dissolution. However, this cooperative plan provides the communities with an alternative mechanism which results in a gradual and planned consolidation of Brokaw with Maine, as well as a portion of Texas with Maine, over a 17 year period.

As background, the Village of Brokaw incorporated in 1903 as a typical company town. In fact, the Village was named "Brokaw" after Norman Brokaw, a company co-founder and its first president. The Wausau-Mosinee Paper Corporation conducted business in Brokaw for over 100 years, and during that time village and business operations became intertwined. For example, infrastructure such as sewer and water was located, sized, and designed to primarily meet the needs of the company, not just the community's several hundred residents. Other Brokaw infrastructure, services, and debt were similarly established primarily with the corporation in mind. However, in 2011 the Wausau Mosinee Paper Corporation ceased all operations in Brokaw.

Brokaw's plight also drew the attention of Marathon County and the Wisconsin legislature, which fully recognized the situation's scope and unsustainability. With the loss of the paper company, the community's remaining residents could not manage its oversized sewer and water mains, aging infrastructure, and high debt load by themselves. Already Brokaw residents pay a \$45 mill rate, by far the highest in Wisconsin, but still the community cannot meet its day-to-day operating expenses or begin the task of updating its aging infrastructure.

In 2015 Marathon County commissioned a financial and economic study of Brokaw to better understand the scope of the problem and identify options and recommend alternatives to remedy the situation.¹ The report recommended that the City of Wausau, Village of Brokaw, and Towns of Maine and Texas develop a cooperative boundary plan agreement under s. 66.0307 Wis. Stats. in order to gradually consolidate the City of Wausau and Village of Brokaw.

Subsequent to Marathon County's study being released, the Wisconsin legislature also became involved with helping implement a solution to the Brokaw problem, such as that recommended by the report. However, in discussions between legislators and the City of Wausau, the City ultimately chose not to participate in the Cooperative Plan.

¹ *Financial & Economic Study for Village of Brokaw, Marathon County, Wisconsin*, January 8, 2015, by Schenck and Phillips Borowski.

The Towns of Maine and Texas did agree to participate and become part of the solution to what all parties agree has become a regional problem. In order to pave the way for Maine to consolidate with Brokaw, the state legislature passed special legislation as part of the 2015-17 Wisconsin Biennial Budget Act enabling Maine to incorporate as a village. Upon becoming a village, the intention was that Maine would then consolidate with Brokaw by utilizing a cooperative plan under s. 66.0307 Wis. Stats. Even prior to development of this Cooperative Plan, as well as throughout the course of the Department's review of this Cooperative Plan, Maine and Texas have provided significant financial assistance to Brokaw to ensure that day-to-day operations may continue and responsibilities and liabilities are met. Maine and Texas have been dividing these costs equally between themselves.

A referendum vote of Town of Maine residents, held on December 8, 2015, resulted in 597 votes in favor of incorporating as a village, with 119 votes against. The Department certified Maine as a new village on December 11, 2015.

However, also occurring during the month of December 2015, numerous Town of Maine landowners were petitioning the City of Wausau to annex their lands under s. 66.0217 Wis. Stats., despite these lands having become incorporated lands of the new Village of Maine. These landowners, along with the City of Wausau, are currently in litigation with Maine and Texas regarding questions over the validity of the annexations and Maine's incorporation². This litigation is ongoing, its outcome still pending.

The Department finds that some of the statutory standards are met, while others require additional information and revisions. Therefore, under authority in s. 66.0307(5)(d) Wis. Stats. the Department is returning the proposed cooperative plan to Maine, Texas, and Brokaw with the recommendation that it be re-submitted to include specific revisions as identified in the body of this determination. The Department believes that this Cooperative Plan, if revised, may comply with the statutory standards.

Public Hearing, Resolutions, Referenda and other Procedural Matters

Before a cooperative plan is submitted to the Department, a number of procedural steps must occur. These are:

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop the plan;
- A joint public hearing to receive comments from the public and other governmental bodies, and
- Resolutions adopted by each municipality to approve a final version of the cooperative plan and forward it to the Department for review.

Also, the following procedural steps may occur:

- An advisory referendum; and
- A public hearing held by the Department.

² See Marathon County Case Number 2016-CV-000074.

Authorizing resolutions, required by statute, were passed by the Village of Brokaw and Town (now Village) of Maine on September 23rd, 2015, and by the Town of Texas on October 5th, 2015. These resolutions are provided in Exhibit E of the Cooperative Plan. Exhibit F of the plan are affidavits from the communities showing that these authorizing resolutions were distributed to neighboring municipalities, Marathon County, North Central Wisconsin Regional Planning Commission, area school districts, universities, and vocational and technical colleges, sanitary and utility districts, and state agencies, as required by statute.

A joint public hearing on the cooperative plan was held on February 10, 2016 at the Wausau West High School auditorium. Exhibit G of the plan provides an affidavit of a notice being published the three weeks preceding the hearing in the Wausau Daily Herald, and Exhibit H includes a summary of all the public comments received. Exhibit I lists the changes made to the cooperative plan in response to these public comments. Changes include continuing to recognize Brokaw has a culturally distinct community with its unique history and customs, and reducing the Cooperative Plan's potential term.

North Central Wisconsin Regional Planning Commission's (NCWRPC) statutorily required comments are included in Exhibit J. NCWRPC supports the proposed cooperative plan but notes that all three communities' comprehensive plans are nearly 7-10 years old and should be updated, particularly given the major changes which have occurred and are proposed to occur.

Marathon County's statutorily required comments are also included in Exhibit J. Marathon County supports the proposed cooperative plan and lauds the communities for their proactively tackling and resolving the looming and inevitable financial trouble caused by the paper company's departure.

The cooperative plan was approved by the Town of Texas on April 11, 2016, by the Village of Maine on April 13th, 2016, and by the Village of Brokaw on April 18th, 2016. These communities' approval resolutions are found in Exhibit L.

No area residents requested that a referendum on the Cooperative Plan be held, and therefore no referendum was held.

A resident within the proposed *Initial Attachment Area* did request the Department to hold a public hearing. In response, the Department held a public hearing on June 27, 2016 at the Village of Maine Municipal Building. A Class 3 notice of the hearing was published preceding the hearing in the Wausau Daily Herald. At the hearing community representatives from Maine, Texas, and Brokaw summarized their cooperative plan and explained how they believe it complies with the Department's statutory review standards. The City of Wausau also appeared at the hearing, indicating their opposition to the proposal. They object to the *Initial Attachment Area* which could block future City annexations into the town of Texas. The City also contends that the proposal failed to comply with several of the Department's statutory review standards. Numerous residents also testified at the public hearing, both in favor and against the proposed cooperative plan. Residents within the *Initial Attachment Area* in particular are opposed to the plan.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that each of the review criteria in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the Plan relates to these review criteria. It is important to understand that this review document is not a complete restatement of the Plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Plan itself, which is available from the communities as well as on the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

(1) *The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.*

Information required by statute, and provided in a clear manner by the parties, includes the following fundamental components of this Cooperative Plan:

- Territory subject to the Plan – all three communities in their entirety are impacted by this Cooperative Plan. However, the territory which will transfer because of the cooperative plan is shown by Maps 1, 2, and 3 which are affixed to this determination. This territory to be transferred includes all of the Village of Brokaw and a small segment of Texas territory bordering Wausau.
- Transfer of Initial, Final, and Intermediate Attachment Areas – this Cooperative Plan transfers territory in three phases, referred to as the *Initial Attachment*, *Intermediate Attachment*, and *Final Attachment*.
 - *Initial Attachment Area* – shown by Maps 1 and 2 of this determination, this small band of Texas territory lies adjacent to Wausau corporate limits along Evergreen Drive. Two groupings of residential parcels have been carved out of the *Initial Attachment Area* and as a result, the majority of the area is vacant or commercial lands. Texas indicates that inclusion of the *Initial Attachment Area* is a critical component of the Cooperative Plan because it ensures that Texas may preserve its rural character. Also, because Texas is sharing in half of Brokaw's debts and costs, the Town needs assurance that its territory and tax base are not in jeopardy of being lost to annexation. Within 90 days of Department approval of the Cooperative Plan, this *Initial Attachment Area* will transfer.
 - *Intermediate Attachment* – shown by Maps 1 and 3, the Intermediate Attachment Area includes the entire Village of Brokaw. Eventual transfer of the Brokaw community will enable Maine to finally and completely absorb the community's territory and put Brokaw's residents on a positive and sustainable future path. Maine may attach portions of Brokaw without notice from time to time during the term of the Cooperative Plan.
 - *Final Attachment* – shown by Maps 1 and 3, the Final Attachment Area is any Brokaw territory that still remains as Village of Brokaw territory 17 years from Department's approval of the Cooperative Plan. Maine may attach the entirety of this remaining territory at that time and without notice.

- Prohibition on Future Annexation – outside of the *Initial Attachment Area*, no other Texas territory may be attached or annexed by Maine or Brokaw, and the boundaries created by this Cooperative Plan are intended to form the permanent boundaries between the communities.
- Revenue Sharing – Maine agrees to pay an annual revenue payment to Texas for as long as Texas provides services to the *Initial Attachment Area* or upon expiration of the Cooperative Plan, whichever occurs first. The amount of the revenue payment will be agreed upon between the two communities within 30 days following the *Initial Attachment Area* being transferred.
- Sewer and Water Service Sharing – Maine agrees to provide sewer and water service to Texas residents and landowners by request from the Texas Town Board.
- Oversight Commission Created – Consisting of one elected official from Maine, Texas, and Brokaw, the Commission will provide oversight, approval, authorization, and all other decision-making functions to Brokaw related to its governmental operations. The Commission shall have monthly meetings. All actions of the Commission may be vetoed by resolution from each of the three community's boards. Further details of this Oversight Commission such as meetings, voting, compensation, powers and duties, and responsibilities, among others, are provided in detail within the Cooperative Plan.
- Brokaw Tax Increment Finance (TIF) District – subject to Oversight Commission approval, Brokaw's existing TIF will continue to exist and collect taxes so as to take advantage of the TIF tool.
- Economic Grant Funding – Maine, Texas, and Brokaw agree to meet with Marathon County, State legislators, state agencies, and other entities to obtain grant funds for supporting economic development and re-development activity.
- Tax Rate Parity – Maine, Texas, and Brokaw agree to undertake reasonable efforts to achieve a tax rate for Brokaw that is equal to the tax rate of Maine by year 2018. The three communities also agree to assist Brokaw in maintaining its essential services and operations at the same level as exists on the Cooperative Plan's effective date. No capital improvements or expenditures for Brokaw may be paid unless approved by the Oversight Commission and a majority of each community's board.
- Term – This Cooperative Plan commences upon approval by Maine, Texas, and Brokaw and automatically renews for 1-year periods until each community approves termination of this Cooperative Plan, or until the passage of 17-years' time, whichever occurs first. Because Brokaw was the last to approve the Cooperative Plan on April 18, 2016, the Department understands that to be the date this Cooperative Plan commences, pending ultimate Department approval of the plan.

The above information, along with other information included in the Cooperative Plan, provides sufficient detail to enable the Department to find that the standard in s. 66.0307(3)(c)1. Wis. Stats. has been met.

(2) *Is the cooperative plan consistent with each participating municipality's comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.*

Marathon County's comments indicate that the Cooperative Plan is consistent with the Intergovernmental Cooperation Elements of each of the three community's comprehensive plans, and is also consistent with county ordinances, programs, and policies.

In its comment letter, the North Central Wisconsin Regional Planning Commission (NCWRPC) recommended that the three communities update their comprehensive plans, which are between 7-10 years old. None of these plans anticipated closure of the Wausau-Mosinee Paper Corporation and Brokaw's subsequent struggles.

Maine, Texas, and Brokaw have indicated their intent to update their comprehensive plan upon completion of this Cooperative Plan. This Cooperative Plan represents the first step in the process of resolving Brokaw's dilemmas. Once this step is in place, the communities will have a firm basis and foundation for moving forward with additional steps and actions, such as updating their comprehensive plans.

However, while none of the communities' current comprehensive plans could have anticipated the extraordinary course of events in Brokaw, they are nonetheless consistent with this Cooperative Plan.

Specifically, from the *Town of Texas Comprehensive Plan* (2006), the following provisions apply and are implemented by this Cooperative Plan:

- Land Use Goal 4: Coordinate with adjacent communities on development and/or annexation projects. Strategy: Work with the City of Wausau and Village of Brokaw to explore opportunities to establish cooperative boundary agreements to manage growth along common boundaries.
- Utilities Goal 1: Protect the Town of Texas' water resources. Objective: Work with the Village of Brokaw and City of Wausau to proactively identify areas that may have public water systems in the future. Strategy: Meet with the Village of Brokaw and City of Wausau to discuss establishment of cooperative boundary agreements to plan for orderly extension of water and sewer services.
- Intergovernmental Cooperation Goal 1: Coordinate development and planning activities with surrounding communities. Objective: Maintain lines of communication with the City of Wausau and Village of Brokaw to discuss potential annexations and/or boundary agreements.

From the *Town of Maine Comprehensive Plan* (2009), the following provisions apply and are implemented by this Cooperative Plan:

- Goal 4: Ensure that annexations proceed in an orderly manner. Objective: Continue to strengthen lines of communication and work cooperatively with the City of Wausau and Village of Brokaw to coordinate future growth and development along common borders. Policy: The Town of Maine strongly supports coordination of development along common boundaries. The Town of Maine will continue to work cooperatively

with its incorporated neighbors regarding annexation. Strategy/Action: Work with the City of Wausau and Village of Brokaw to explore opportunities to establish cooperative boundary agreements to manage growth along common boundaries.

From the *Village of Brokaw Comprehensive Plan* (2006), the following provisions apply and are implemented by this Cooperative Plan:

- Economic Development Goal 1 – Support the growth of economic development programs in the region and Village. Objective: Increase cooperation between communities regarding land use planning and economic development.
- Intergovernmental Cooperation Goal 1 – Foster the growth of mutually beneficial intergovernmental relations with other units of government. Objective - Pursue opportunities for cooperative agreements with the City of Wausau and surrounding towns regarding annexation, expansion of public facilities, and growth management. Recommendation: Establish a cooperative boundary agreement with the Town of Maine. The Village should work with the Towns of Texas and Maine and the City of Wausau to match land use plans and policies along municipal boundaries to promote consistency and minimize potential conflicts. Actively pursue open and ongoing communication with neighboring communities.

Maine, Texas, and Brokaw's comprehensive plans all recommend cooperating with Wausau, and in fact all three communities diligently pursued discussions with Wausau following the closure of the Wausau-Mosinee Paper Corporation. The fact that Wausau ultimately chose not to participate in the Cooperative Plan does not in any way impact compliance with this statutory standard. Non-occurrence of a comprehensive plan goal or recommendation does not necessarily mean the Cooperative Plan and comprehensive plan are inconsistent. Maine, Texas, and Brokaw did attempt to implement their comprehensive plan goals, objectives, and policies related to Wausau by reaching out to the City.

For all of the foregoing reasons, the Department finds the standard in s. 66.0307(5)(c)(2) Wis. Stats. has been met.

(3) *Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan.* s. 66.0307(5)(c)(3), Wis. Stats.

This Cooperative Plan provides detailed information on Brokaw's current services and needs. Specifically, the plan includes an *Infrastructure Analysis Report*³ at Exhibit M as well as an infrastructure *Funding Strategy Report*⁴ at Exhibit O. These reports inventory Brokaw's public services infrastructure and needs, finding that the needs are almost overwhelming given the age of the facilities, the amount of maintenance and repairs which Brokaw has deferred over the years, and the limited resources of remaining Brokaw residents. The reports also identify alternative courses of action, advantages and disadvantages to these alternatives, the cost of each, and a recommended alternative. The funding strategy report then identifies potential

³ *Infrastructure Analysis Report, Village of Brokaw, Marathon County, Wisconsin*, January 20, 2016 by Vierbicher Associates Inc., 999 Fourier Drive, Madison, WI 53717.

⁴ *Village of Brokaw Public Funding Summary*, January 18, 2016, by Vierbicher Associates, Inc, 999 Fourier Drive, Madison, WI 53717.

grant, loan, and other revenue sources and strategies to pay for Brokaw's needed infrastructure work.

Maine and Texas agree that during the term of the Cooperative Plan, Brokaw will continue to receive law enforcement, elections, ordinance enforcement, sewer and water, and administrative services.

Less well developed are Cooperative Plan provisions related to sewer and water service to Texas. In Section 12 of the Plan, Maine agrees to provide sewer and water service to Texas residents and landowners at the request of the Town of Texas Board. However, not discussed in the Plan are a number of important questions, such as:

- Is any or all of Texas included within an approved sewer service area?
- Does Maine have existing sewer and/or water service infrastructure and capacity to extend service to Texas?
- Is there a limit to how far Maine is willing to extend service? Or may Texas request service to landowners throughout the Town?
- What is the impact of the 2008 Brokaw-Wausau Water Agreement?

The Wisconsin Public Service Commission (PSC) also has questions regarding the sewer and water provisions of the Cooperative Plan. In a letter submitted for the Department's June 27, 2016 public hearing, the PSC pointed out that currently only the Village of Brokaw operates a public utility which may provide water service. If the communities intend that Brokaw's public utility will be transferred, or the current service territory will be extended, then PSC staff believes the Cooperative Plan should be clarified to include a clear timeline and procedure for that process to occur, including a provision specifying that providing or extending water service is contingent upon authorization from the PSC pursuant to s. 196.49 Wis. Stats. and Wis. Admin. Code ch. PSC 184.

The City of Wausau also has numerous questions regarding the Cooperative Plan's sewer and water provisions. Currently Wausau provides sewer and water service to Brokaw via the 2008 Brokaw-Wausau Water Agreement, a 40 year intergovernmental agreement remaining in effect until 2048, unless both Wausau and Brokaw agree to terminate it earlier. More information is needed about the impact of this agreement on future sewer and water service within the Cooperative Plan territory.

Wausau and several Town of Texas landowners also question sewer and water services to the *Initial Attachment Area*. The Cooperative Plan indicates that Texas will continue to provide services to this territory even after it attaches, and that Maine will reimburse Texas for the cost of these services via an annual revenue sharing payment. However, Texas may only be able to continue providing the current rural level type services to this territory, rather than an urban level that landowners may desire in the future, such as sewer and water service. In fact, residents clearly voiced this concern at the Department's June 27, 2016 public hearing, questioning whether Texas or Maine can provide sewer and water service to their property, while meanwhile the City of Wausau has sewer and water infrastructure immediately adjacent to their property on Evergreen Drive.

At the Department's June 27, 2016 public hearing, representatives of Maine, Texas, and Brokaw indicated that sewer and water service to the Initial Attachment Area could be provided by Wausau as part of a negotiated intergovernmental agreement or service could

also be extended south from Brokaw and Texas' industrial park. The Cooperative Plan would benefit from these alternatives being included and fleshed out.

Because of needed information related to sewer and water service in the Town of Texas and the *Initial Attachment Area*, the Department cannot currently find the standard in s. 66.0307(5)(c)(3) Wis. Stats. to be met. The Department recommends that the communities revise and re-submit their Cooperative Plan with additional needed information on sewer and water service included and timeframes that makes clear how, when, and where service may be provided.

(4) *The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.*

This Cooperative Plan proposes transferring the entire Village of Brokaw via an *Intermediate Attachment* over the course of a 17-year period. Currently, the Village of Brokaw lies on both the east and west sides of the Wisconsin River. Brokaw's west side is somewhat irregular in shape. Therefore, transfer of this west side to Maine would eliminate this irregularity and be an improvement on the compactness of the area's boundaries. Brokaw's west side is separated from Maine by the Wisconsin River. However, Map 1 shows how the river at this point turns sharply westward, so that actually Brokaw's entire east side is immediately adjacent to Maine territory. Brokaw's east side is easily accessible via the bridge crossing along CTH WW. For these reasons the Department finds that the *Intermediate Attachment Area*, which is the entire Village of Brokaw, will result in a compact future boundary.

However, compactness of the Plan's other proposed transfer – the *Initial Attachment Area* of Texas territory shown by Map 1 and 2 - is problematic. The small size and shape of the *Initial Attachment Area*, which would constitute the ultimate boundary between Maine, Texas, and Wausau, is likely to be confusing for residents and administratively difficult for service providers, businesses, and others. Its narrow configuration is made further problematic by two peninsulas of cut-out territory where residential homes were excluded from the *Initial Attachment Area*. These cut-outs cannot be said to result in an ultimate future boundary line which will be compact and rational.

The Cooperative Plan states that the purpose behind the Initial Attachment Area is to prevent Texas landowners from annexing to Wausau so that Texas can retain its lands, its tax base, and its rural lifestyle. This *Initial Attachment Area* is Texas' consideration in exchange for expending significant resources to help maintain Brokaw's day-to-day operations and shore up its infrastructure needs.

However, this Cooperative Plan could benefit from an increase to the size of the area of Texas' lands which are ultimately attached to Maine. A larger area of land which is ultimately attached to Maine could not only meet this statutory standard for compactness, but would also group the urbanized portions of Brokaw, Maine, and Texas together inside the Village of Maine. This would improve the efficiency of and options for service provision as well as improve community identity.

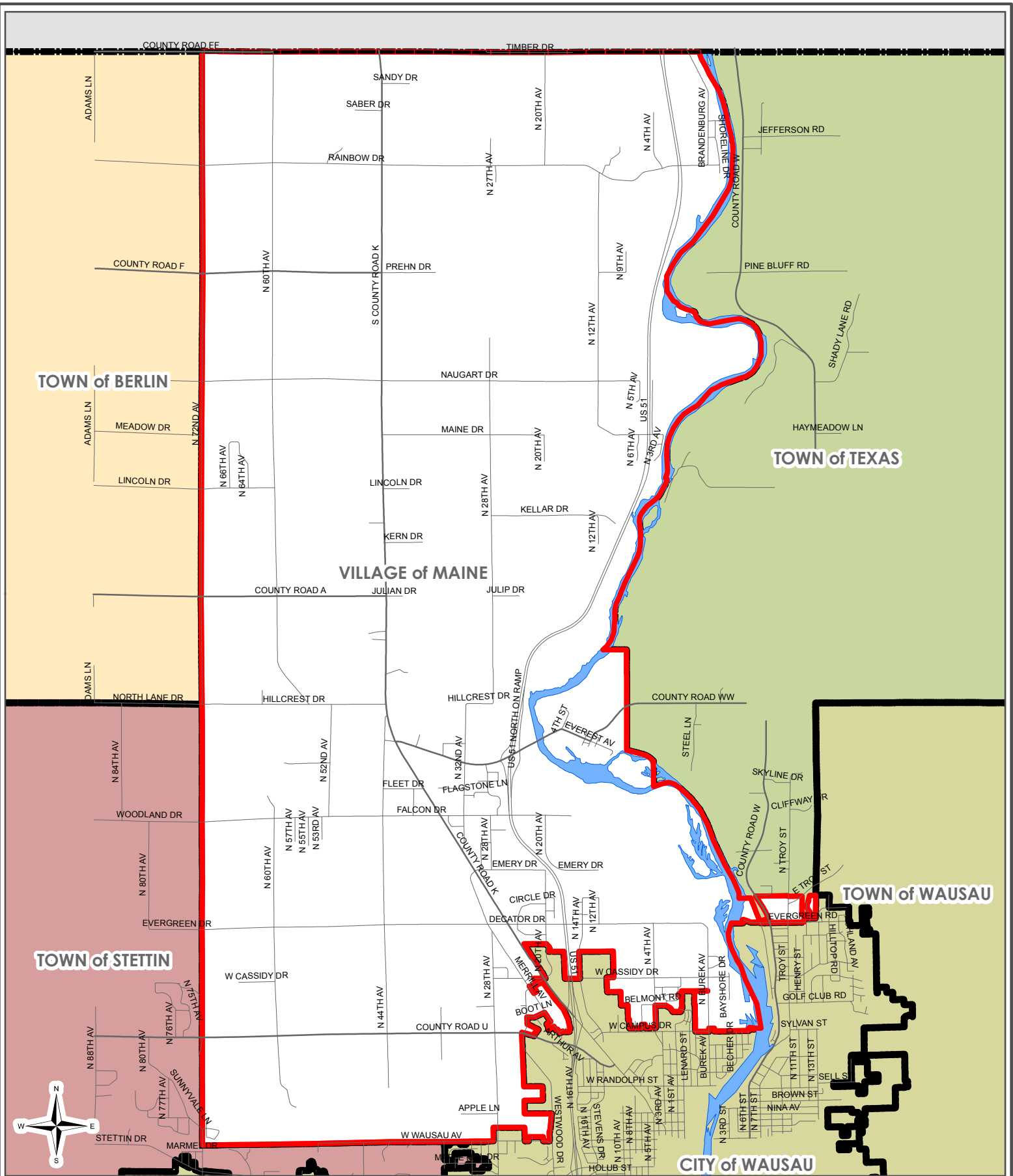
Because of the fragmented nature of the proposed ultimate boundary, as currently configured, the Department cannot find the standard in s. 66.0307(5)(c)(4) Wis. Stats. to be met. However, the Department recommends that the communities re-submit their Cooperative Plan with additional Texas lands to be included in the ultimate territory to be attached to Maine. The Department believes that adding additional Texas territory could result in an ultimate boundary line which is compact and rational.

(6) *Any proposed planning period exceeding 10 years is consistent with the plan.*
s. 66.0307(c)6 Wis. Stats.

As mentioned previously, this Cooperative Plan commences upon approval by Maine, Texas, and Brokaw and automatically renews for 1-year periods until a majority of each of the communities' board approves termination of this Cooperative Plan, or until the passage of 17-years' time, whichever event occurs first. Because Brokaw was the last to approve the Cooperative Plan on April 18, 2016, the Department understands that to be the date this Cooperative Plan commences, pending ultimate Department approval of the plan.

Maine, Texas, and Brokaw believe that the term of the Cooperative Plan needs to be flexible in order to best respond to the unknown and difficult nature of Brokaw's financial and infrastructure problems. Solutions to these problems may come more quickly than anticipated, which is why the communities may approve early termination, or solutions may take more time, in which case a 17-year period is appropriate.

The Department agrees and therefore finds that the standard in s. 66.0307(5)(c)6, Wis. Stats., is met.



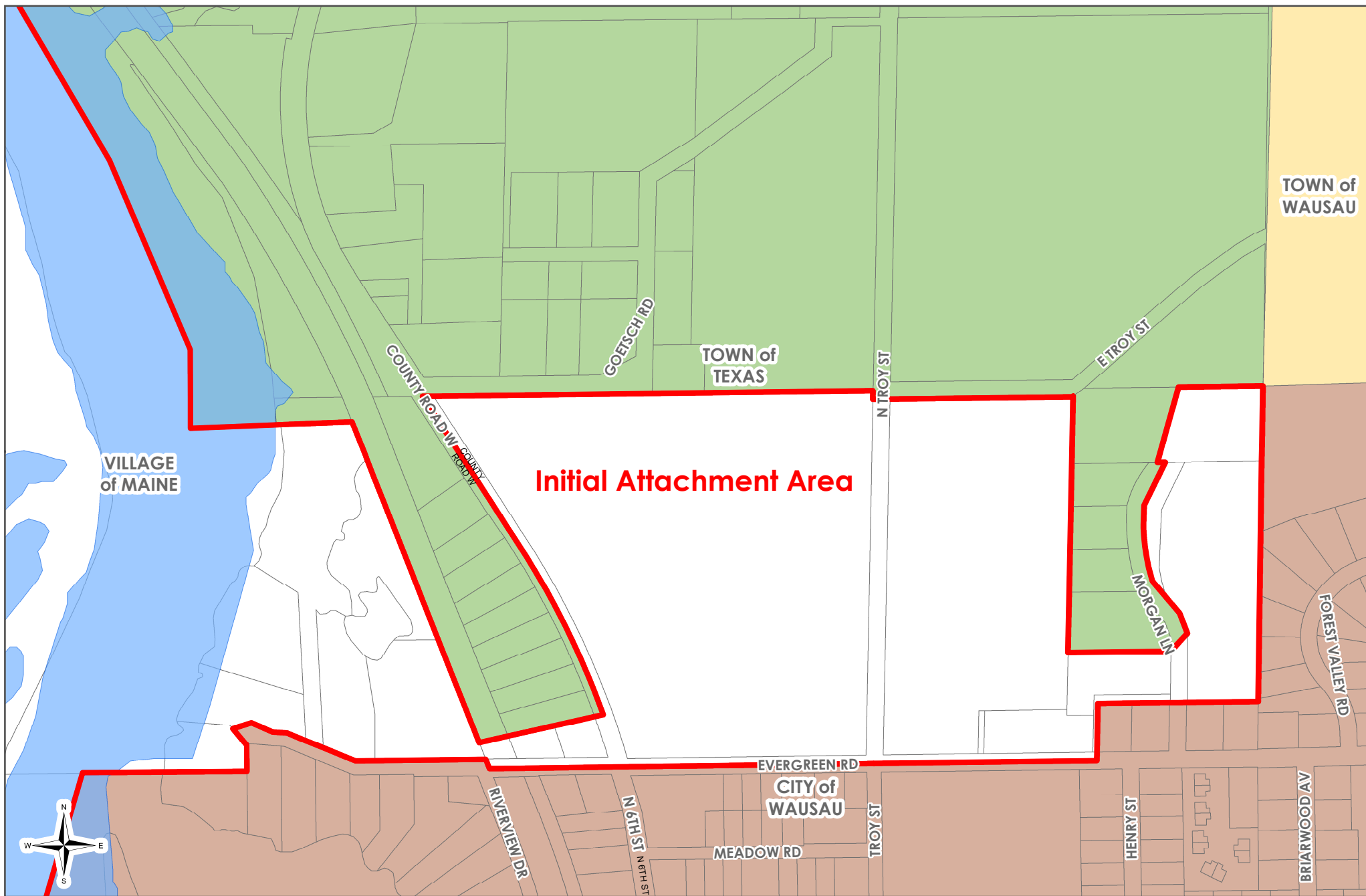
MAP 1: Future Boundary Line

0 0.5 1 2 Miles

Proposed Village Boundary **Exhibit B - Future Boundary Line: Page 2**

vierbicher
planners | engineers | advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 826-0532 Fax: (608) 826-0530



MAP 2: Initial Attachment Area

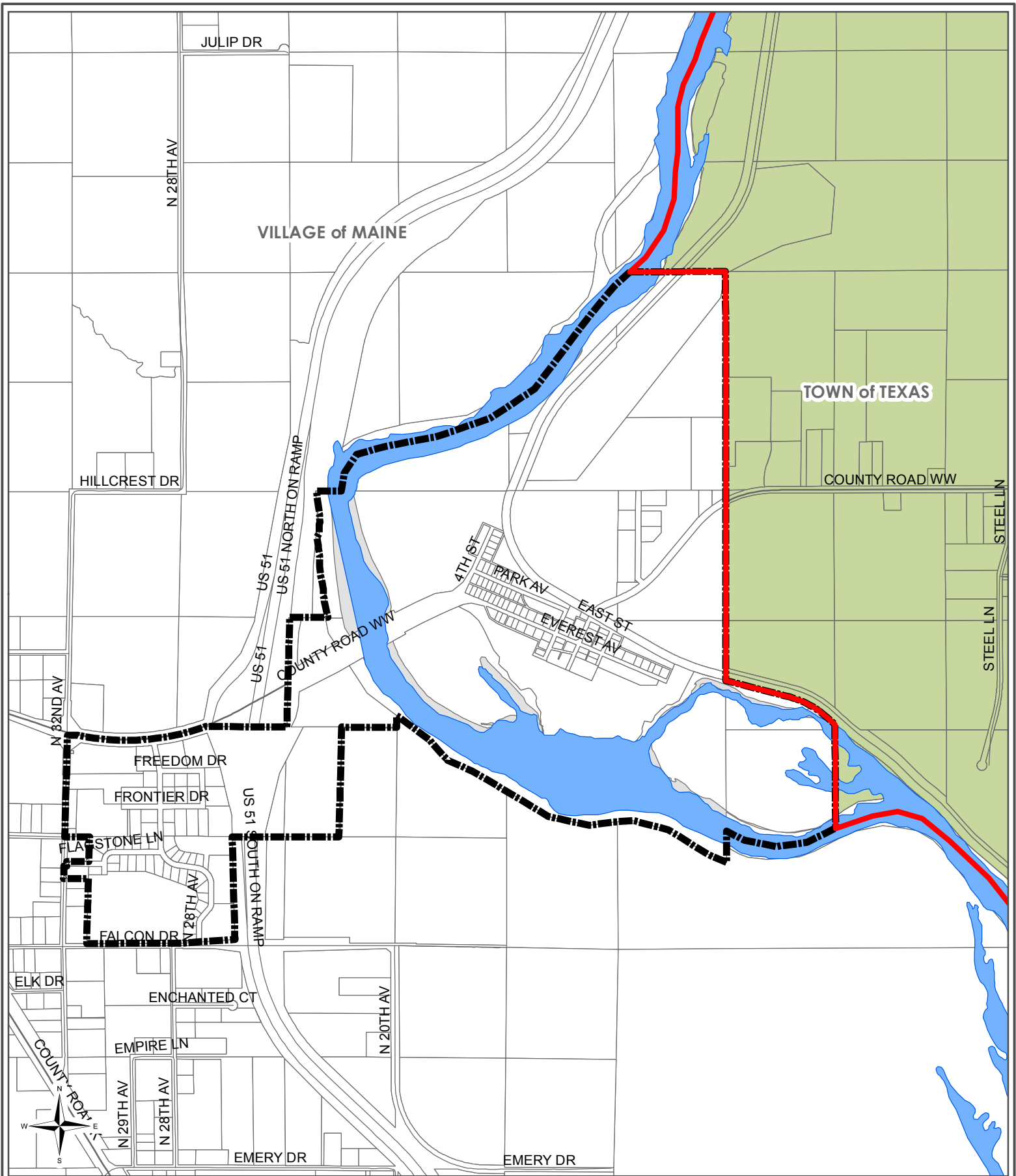
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Proposed Village Boundary

Exhibit C - Initial Attachment Area: Page 2



MAP 3: Intermediate and Final Attachment Area

Proposed Village Boundary



Intermediate and Final Attachment Area



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**VILLAGE OF BROKAW, TOWN OF TEXAS AND VILLAGE OF MAINE
COOPERATIVE PLAN AND PERMANENT BOUNDARY AGREEMENT
PURSUANT TO WIS. STATS. §66.0307**

The Village of Brokaw, a Wisconsin municipal corporation, with its principal place of business located at 218 Second Street, Brokaw, Wisconsin 54417 (hereinafter referred to as “Brokaw”), the Town of Texas, a Wisconsin municipal corporation, with its principal place of business located at T4510 River Hills Road, Wausau, Wisconsin 54403 (hereinafter referred to as “Texas”), and the Village of Maine, a Wisconsin municipal corporation, with its principal place of business located at 6111 North 44th Avenue, Wausau, Wisconsin 54401 (hereinafter referred to as “Maine”) (collectively referred to as the “Municipalities”) hereby enter into this Cooperative Plan And Permanent Boundary Agreement (hereinafter referred to as “Cooperative Plan” or “Plan”) subject to the approval of the Wisconsin Department of Administration pursuant to its authority under Wis. Stats. §66.0307.

WHEREAS, Wis. Stats. §66.0307 requires that any boundary maintained or changed under a cooperative boundary plan must be reasonably compatible with the characteristics of the surrounding community. In preparing this Cooperative Plan, Maine, Brokaw, and Texas have taken into consideration the location of services that must be provided to areas subject to the Cooperative Plan, including topography, transportation, sewer & water infrastructure, the fiscal capacity of the communities to provide the services needed, the existing and ultimate political boundaries, the current boundaries of the school district, shopping and social customs; and

WHEREAS, Wausau-Mosinee Paper Corporation conducted business in Brokaw for over 100 years. The Wausau-Mosinee Paper Corporation had the largest tax valuation in Brokaw and was the largest water customer of Brokaw. In 2011 Wausau-Mosinee Paper Corporation ceased all operations in Brokaw. As a result, the non-Tax Incremental District equalized valuation decreased 40% from 2011 to present. This event along with other overall economic events in the country has led to extreme financial hardship for Brokaw and its residents. Consequently, the parties hereto believe that imminent dissolution of Brokaw under State law was likely to occur. For the betterment of not only the Brokaw residents, but all residents in northern Marathon County, the Municipalities enter into this Plan in order to manage the complex array of issues surrounding Brokaw; and

WHEREAS, this Cooperative Plan is made with the general purpose of establishing permanent boundaries between adjoining municipalities and guiding and accomplishing a

coordinated, adjusted, and harmonious development of the territory covered by this Plan of each of the Municipalities; and

WHEREAS, Wis. Stats. §66.0307 authorizes municipalities to determine the boundary lines between municipalities upon approval of a Cooperative Plan by the Wisconsin Department of Administration in order to accomplish the coordinated, adjusted and harmonious development of territory covered by this Cooperative Plan; and

WHEREAS, the Municipalities desire to establish a process pursuant to which certain land over time will be detached from Brokaw and Texas and attached to Maine with the eventual dissolution of Brokaw; and

WHEREAS, the Municipalities desire to preserve the history and culture of Brokaw, therefore the parties agree that every effort will be undertaken to maintain the historical identity of the dissolved Village of Brokaw by the following:

- (a) Maintaining the Christmas decorations and installing the Christmas decorations each Christmas season;
- (b) Maintaining the bell monument located at the entrance-way to the downtown area; and
- (c) Continuing to maintain the parks located in the boundaries of the existing Village of Brokaw; and

WHEREAS, the Municipalities seek to establish the terms under which detachment of territory will occur and the provision of services to Brokaw residents will occur prior to the time of the final detachment; and

WHEREAS, the Municipalities have reviewed and examined their comprehensive plans in preparing this Plan, and have determined that this Plan is consistent with each Municipalities adopted comprehensive plans as further detailed in Exhibit O; and

WHEREAS, the Municipalities have adopted authorizing Resolutions to participate in the preparation of this Cooperative Plan pursuant to Wis. Stats. §66.0307(4); and

WHEREAS, the Municipalities have held a joint public hearing on the Cooperative Plan pursuant to Wis. Stats. §66.0307(4)(b) on February 10, 2016, during and after which comments were received and which comments are reflected in the final Cooperative Plan; and

WHEREAS, the Department of Administration, at the request of a property owner under Wis. Stats. §66.0307(5)(b) held a public hearing on June 27, 2016; and

WHEREAS, on July 28, 2016 the Department of Administration made findings as to the completeness of the Plan, and pursuant to Wis. Stats. §66.0307(5)(b) returned the Plan to the

Municipalities with the recommendation that it be re-submitted to include specific revisions as set forth in its July 28, 2016 findings; and

WHEREAS, it is the intent of the Municipalities that this amended Cooperative Plan be a binding and enforceable contract and intended to address the provisions of Wis. Stats. §66.0307(3).

WITNESSETH:

Brokaw, Texas, and Maine enter into this Cooperative Plan under the authority of Wis. Stats. §§66.0307 and 66.0301 and petition the Wisconsin Department of Administration for approval in accordance with the statutory procedures and time-frames set forth therein.

I. PARTICIPATING MUNICIPALITIES

Brokaw, Texas, and Maine are all adjacent municipalities located in Marathon County, Wisconsin, and enter into and agree to be bound by this Cooperative Plan pursuant to their authority under Wis. Stats. §66.0307.

II. ISSUES, PROBLEMS AND OPPORTUNITIES

2.1 As stated above, in 2011 Wausau-Mosinee Paper Corporation ceased all operations in Brokaw. As a result, the non-Tax Incremental District equalized valuation decreased 40% from 2011 to present. The situation created such an extraordinary problem without a remedy, that U.S. Senator Tammy Baldwin is proposing federal legislation. While the legislation will not assist Brokaw, its aim is to provide greater notice when investment groups seek to purchase companies so that communities have more time to prepare. The Act is aptly named, “The Brokaw Act”. This Cooperative Plan is crafted to address the extraordinary problems that the Municipalities now face, namely significant financial disaster while creating opportunities for the Municipalities to better control their own future.

2.2 **Local and Regional Focus.** Wis. Statutes §66.0307 allows two or more jurisdictions to negotiate a boundary agreement that is in the best interests of their residents. The view by which to approach an understanding of Wis. Stats. §66.0307 is from the participating municipalities. This is highlighted in Wis. Stats. §66.0307(3)(b) entitled *Purpose of plan*. This section plainly states, “The cooperative plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development *of the territory covered by the plan....*” Italics added. See also *City of Kaukauna v. Village of Harrison*, 2015 WI App 73, ¶8, 365 Wis.2d 181, 870 N.W.2d 680. Here, through the public participation process of

Wis. Stats. §66.0307(4)(b)-(c), the public within the participating jurisdictions have demonstrated strong support for this Plan. While focus is on the participating Municipalities, this Plan further benefits the overall region. As such, this Plan is in the best interests of the residents of the participating Municipalities as well as the region as a whole.

2.3 Establishment of Attachment Areas. The participating Municipalities are jointly addressing issues to prevent an unmanaged dissolution of the Village of Brokaw, a situation for which neither Maine nor Texas are responsible. As further evidence of the uniqueness of this situation, the State Legislature and the Governor facilitated this cooperative approach when they approved legislation allowing a streamlined incorporation process for the Town of Maine. This process culminated in a vote of the electors of the Town of Maine who approved village status for Maine by a 5-1 margin. With this status and as part of its commitment, Maine has agreed to attach areas of the Town of Texas (Initial and Long-Term Attachment Areas) as well as the entirety of the Village of Brokaw (Intermediate and Final for Brokaw Attachment Areas). In consideration, the Town of Texas has agreed to a significant financial burden in an attempt to provide tax parity to the Brokaw residents and avoid the catastrophic and uncontrolled dissolution of Brokaw. The Municipalities recognize that each are undertaking risks and burdens in consideration of a mutually beneficial permanent boundary.

The Initial Attachment Area consists largely of vacant land at the base of a hill that rises to the north. The Long-Term Attachment Area consists of territory in the Town of Texas along the east slope of the Wisconsin River bluff connecting Brokaw with the Initial Attachment Area consistent with the requirements of compactness in Wis. Stats. §66.0307(5)(c)5. The attachment areas create a permanent boundary between the Village of Maine and the Town of Texas that gives due consideration for compactness of the area including topography, major watersheds, soil conditions and such features as rivers and major bluffs.

The inclusion of the Initial and Long-Term Attachment Areas is consistent with maintaining the desired rural character of the rest of Texas and protecting its natural resources - objectives described in its Comprehensive Plan. Texas' Comprehensive Plan shows a portion of the Initial Attachment Area proposed for future commercial development or designated as public/quasi-public or barren. The Long-Term Attachment Area is comprised of residential and steeply-sloped forest land which abuts primarily upland agriculture/crop land remaining in the Town of Texas. As discussed above and pictorially shown on Exhibit O, map 1.3, the topographic mapping of the Attachment Areas, the east slope of the Wisconsin River

bluff which is the west side of the Long-Term Attachment Area connects to Brokaw. The Long-Term Attachment Area then generally follows the bluff line as well as section lines and/or property lines running in a southeasterly direction. The eastern boundary of the Long-Term Attachment Area is the Town of Wausau. The southern boundary of the Long-Term Attachment Area is the Initial Attachment Area and together form the Attachment Area's from Texas to Maine.

Moreover, these areas are best suited for servicing by the incorporated Village of Maine while allowing Texas to meet the objectives of its Comprehensive Plan to preserve its rural character. Serving the Attachment Areas in Texas from the City of Wausau is not possible as it is against the City's policy to connect to areas outside the City without annexation. An engineering analysis of pressure zones has identified that it is feasible to serve the Attachment Areas in Texas with a water supply from Brokaw/Maine. See Exhibit N, Water Service Pressure Areas. Additionally, Texas' Comprehensive Plan identifies cooperative boundary agreements as the preferred mechanism for accomplishing common land use objectives between adjacent municipalities - specifically mentioning Brokaw and Wausau.

This Plan further provides for a cooperatively planned permanent boundary allowing Texas, Maine, and Brokaw financial and land use stability. The agreed upon permanent boundary will allow the Municipalities to make more effective land use decisions consistent with their Comprehensive land use goals; reduce land use related disputes; and better plan for infrastructure improvements. Detailed analysis of compactness and homogeneity may be found in Exhibit O.

The Municipalities have recognized that due to the topography of the Attachment Areas and Wausau's policy regarding extension of services, Maine and Texas have agreed to provide services as set forth in ¶12.1.

Therefore, long term, the new boundary of Maine will straddle the Wisconsin River Valley encompassing the Village of Brokaw and abutting the western edge of Texas.

2.4 The undertakings herein were assumed by the Municipalities after studying all of the available options. As described above, the uniqueness of the challenges has compelled the Municipalities to take on significant risk and financial burden to bring stability to northern Marathon County.

III. TERRITORY SUBJECT TO THE COOPERATIVE PLAN

3.1 **Existing Boundary Lines.** The municipal boundaries of Brokaw, Texas, and Maine as of the final adoption date, are as set forth and shown on the map in Exhibit A.

3.2 **Future Boundary Lines.** The Municipalities intend and agree that the Future Boundary Lines will be those areas set forth on Exhibit B and subject to detachment of properties by Brokaw and Texas to Maine as set forth in this Cooperative Plan pursuant to the procedures and timelines contained in this Cooperative Plan. The Municipalities intend and agree that the Future Boundary Lines set for on Exhibit B shall be the permanent and perpetual boundary lines between Maine and Texas pursuant to Section 10 herein. Except as provided in this Plan, there shall be no detachments from the Village of Maine to the Town of Texas nor annexations to the Village of Maine from the Town of Texas.

IV. DEFINITIONS

4.1 “Attachment” shall mean an alternative, agreed upon process whereby real property is detached from Brokaw and Texas and attached to Maine pursuant to the terms of this Cooperative Plan in contradistinction from detachment annexation under Wis. Stats. §66.0227.

4.2 “Effective Date” shall mean the date this Cooperative Plan is approved by the Wisconsin Department of Administration in accordance with Wis. Stats. §66.0307(5).

4.3 “Final Adoption Date” shall mean the date the last of the Municipalities adopts this Cooperative Plan in accordance with Wis. Stats. §66.0307(4)(d).

4.4 “Future Boundary Line” shall mean that area as shown on Exhibit B which shall be the permanent and perpetual boundary line between Texas and Maine. Except as provided in this Plan, there shall be no detachments from the Village of Maine to the Town of Texas nor annexations to the Village of Maine from the Town of Texas.

4.5 “Highway” shall have the meaning set forth in Wis. Stats. §990.01(12) and shall include all public streets, alleys and roads.

4.6 “Land Division” for purposes of this Cooperative Plan shall mean the division of a parcel of land by the owner or sub-divider resulting in the creation of one or more additional parcels or building sites.

4.7 “Boundary Adjustment Area” shall be as set forth on Exhibit B. This Cooperative Plan provides for the eventual transfer of all territory within Brokaw as quickly as practical and a portion of territory in Texas to Maine.

V. TERM OF COOPERATIVE PLAN

5.1 The term of this Plan shall be five (5) years from the date of execution of this Plan by the Municipalities and which shall automatically renew for one year periods until a majority of each board of the Municipalities approves termination of this Plan or until seventeen (17) years from the date of execution of this Plan, whichever occurs first. Notwithstanding the term of this Plan, the Future Boundary Lines between Brokaw, Maine and Texas specified herein and shown and described on Exhibit B shall be permanent, perpetual and survive the termination of this Plan.

VI. CONSIDERATION FOR MUTUAL PROMISES

6.1 The Municipalities agree that this Cooperative Plan represents a compromise between the parties. Brokaw agrees that, in exchange for the monetary and other advantages being provided to Brokaw as provided by this Cooperative Plan, it will forego expansion by annexation of real property situated in Texas and also foregoes the exercise of extraterritorial zoning and subdivision control powers in Texas.

6.2 Texas and Maine agree that, in exchange for the addition of land as set forth in this Cooperative Plan and Brokaw's agreement to not exercise its annexation, extraterritorial zoning and subdivision control powers over real property located in Texas and/or Maine, Texas and Maine agree that the detachment of territory from Brokaw and Texas to Maine shall take place as provided by this Cooperative Plan. Texas and Maine agree that the detachment of territory from Brokaw and Texas to Maine shall only be accomplished as provided for in this Plan.

VII. OVERSIGHT COMMISSION

7.1 **Establishment of Oversight Commission.** The Municipalities agree to establish an Oversight Commission to provide oversight, approval, direction, and authorization to Brokaw on all manners of governmental operations within Brokaw. Brokaw may only act conditioned upon Oversight Commission approval.

7.2 **Membership of Oversight Commission.** The Oversight Commission shall consist of one (1) elective official each from Texas, Maine and Brokaw. The Members shall serve at the pleasure of their appointing authority. This Oversight Commission is created pursuant to Wis. Stats. §66.0301.

7.3 **Purpose of Oversight Commission.** The purpose of the Oversight Commission is to approve and authorize decisions and actions related to the governance of Brokaw and to make

decisions that are compatible with future development plans, this Cooperative Plan and the goals of Brokaw, Texas, and Maine.

7.4 **Votes.** Each Commission member shall have one vote. Except as may otherwise be set forth herein, all matters before the Commission shall be decided by the affirmative vote of a majority of the Commission members. A majority of the members of the Oversight Commission shall constitute a quorum necessary to conduct business.

7.5 **Commission Meetings.** Regular meetings of the Commission shall be held monthly unless changed by action of the Commission. Each meeting of the Commission shall be publicly noticed pursuant to applicable State laws.

7.6 **Compensation.** The Commission shall not compensate their members for their services. However, Commission members may be reimbursed for actual necessary expenses incurred if so authorized by the Commission. Commission members may be compensated by their respective Municipality as each Municipality may determine.

7.7 **Powers and Duties of Oversight Commission.** The Oversight Commission shall have the powers and duties set forth in ¶¶ 7.1 to 7.6 herein and shall further have the authority:

- a. To hire, rent, lease, purchase, encumber, or sell vehicles, equipment, services, other personal property, or supplies for Brokaw upon such terms and conditions as the Commission deems appropriate;
- b. To adopt bylaws, procedures, personnel rules, operating policies, and rules;
- c. To contract to provide fire protection services or ambulance services or both;
- d. To establish rates of pay and fringe benefits for Administrator/advisors and employees of Brokaw;
- e. To designate a depositor for Brokaw funds;
- f. To secure insurance for Brokaw including, without limitation, fire and casualty, liability, workers' compensation, and errors and omissions coverage;
- g. To sue and be sued in accordance with state law;
- h. To exercise such additional powers as authorized by the Cooperative Plan and as reasonably necessary to effectuate the purposes of this Cooperative Plan;
- i. To make all final determinations on the upkeep, maintenance and area served in Brokaw by water and/or sewer and/or whether sewage disposal services should be provided and by what means;

j. To review and approve any proposed routes for Brokaw water and sewer main extensions as may be needed from time to time in conjunction with WDNR and the Wisconsin Public Service Commission;

k. To review and approve all Ordinances proposed to be amended or adopted by Brokaw; and

l. To approve all maintenance, repair and/or reconstruction of Brokaw Highways.

7.8 Administrator/Advisors. The Oversight Commission may appoint an Administrator or other necessary advisors who shall be compensated in an amount to be determined by the Oversight Commission and serve at the pleasure of the Oversight Commission.

7.9 Review. Any decision, action or determination of the Oversight Commission may be vetoed after due review by resolution from each of the boards of all three municipalities. Each resolution shall be passed by a 2/3 majority vote of the members elect of each municipality. The veto expires unless the municipalities exercise it within thirty (30) days of the meeting of the Oversight Commission where the decision, action or determination was made or taken.

VIII. TAX RATE PARITY

8.1 The Municipalities shall undertake reasonable efforts to achieve a tax rate for Brokaw equal to the tax rate of Maine by calendar year 2018.

8.2 For the term of this Plan or until Final Attachment of Brokaw under ¶11.4 below, whichever occurs first, Maine and Texas will assist Brokaw to the extent necessary to fund essential operations of Brokaw at a level as exists on the effective date of this Plan and that are not otherwise paid for by Brokaw revenues. "Brokaw revenues" as used herein shall include revenue from taxes, special assessments, licenses and permits, fines, forfeitures and fees, public charges for services, miscellaneous revenues and other sources. Maine and Texas shall equally share the costs necessary to maintain the status quo of Brokaw's necessary and essential operations as of the effective date of this Plan not otherwise paid for by Brokaw revenues.

8.3 No capital improvements or expenditures shall be paid by Maine or Texas unless unanimously approved by the Commission and a majority of the Board members of each Municipality as to the amount and proportion of payment by each.

8.4 Payment procedures for the cost contributions to Brokaw not otherwise funded by Brokaw revenue shall be made in a manner to be determined by the Oversight Commission.

IX. FINANCING AND BUDGET

9.1 **Budget.** The Commission shall submit to the governing boards of the Municipalities a budget setting forth the proposed expenses to be incurred by Brokaw and the Commission for each ensuing calendar year. This shall be done on or before October 30th of each year. The budget shall be separated into capital expenses and operating expenses for Brokaw. No non-budgeted expenditure shall be made by the Commission until the Commission non-budgeted expenditure has been approved by all of the Municipalities' governing bodies. In calendar year 2016, the Commission shall act under the Brokaw budget in effect at the time of this Agreement.

9.2 **Reserve Fund.** The annual budget also may provide for a reserve or contingency fund for the purpose of capital improvements, major repairs and/or unforeseen expenses of Brokaw. The annual addition to a reserve fund shall not be more than thirty-three percent (33%) of Brokaw's annual budget. The total amount of a reserve fund shall not exceed the total of the budgets of the previous three (3) years.

9.3 **Non-Budgeted Expenditures.** If it is determined by the Commission that non-budgeted expenditures requiring additional funds from the Municipalities are required during any time throughout a year, the Municipalities shall have the right to approve any proposed non-budgeted expenditures. Notice of such proposed non-budgeted expenditures shall be given in writing to each of the Municipalities. The Municipalities then shall place the non-budgeted expenditure request on their respective agendas to be considered at their next regularly scheduled board meeting for discussion and approval in accordance with Wis. Stats. §§65.06(6), 60.40(5) and 65.90. No non-budgeted expenditure shall be made by the Commission until the non-budgeted expenditure has been approved by all of the Municipalities' governing bodies.

9.4 **Division of Cost.** Texas and Maine shall bear its share of the budgeted costs as provided in ¶8.2 herein above.

9.5 **Payments.** The payments to be made by Maine and Texas shall be made to the Commission at least quarterly.

X. MUNICIPAL SERVICES

10.1 The Commission shall assure that general municipal services continue to be provided to Brokaw residents during the Term of this Agreement. These services include but are

not limited to law enforcement, elections, ordinance enforcement, sewer and water, and administration of Brokaw business.

10.2 The Commission shall assure that water service continues to be provided to Brokaw residents. Concurrently Maine will continue to explore the viability of providing water service to Brokaw residents through a new water source. If Maine determines there is viability to providing water to the Brokaw residents, the Commission will endeavor to establish said service and discontinue agreements or undertakings for water service from the City of Wausau. Until such time occurs, Brokaw shall continue to maintain its contract with the City of Wausau and continue to explore alternatives in the best interests of all the parties.

10.3 Brokaw will continue to provide sewer service to its residents until such time as the final attachment occurs as set forth in ¶11.4. The Brokaw Board will review the current sewer service rate and implement a small rate increase effective in the first available quarter after January 1, 2016. The Brokaw Board will try to make the sewer service self-sustaining without additional funds from the Brokaw General Fund. Subject to Commission approval, the Brokaw Board will develop an annual budget for the sewer service and present a proposal to Texas and Maine for additional funds to be used to make the sewer service financially viable as a separate operation starting in 2017.

10.4 Any expansion of water utility service or change of water utility ownership is contingent upon securing appropriate approvals from Wisconsin Public Service Commission and the Wisconsin Department of Natural Resources as described in the Public Utility Expansion flowchart in Exhibit N attached hereto and incorporated herein.

As depicted on the flowchart which is a part of Exhibit N, Maine would like to continue the existing Water Service Agreement between Wausau and Brokaw. However, based on current representations from Wausau, when Maine assumes ownership of the Brokaw utility, Wausau will likely choose not to honor the existing Water Service Agreement with Brokaw. If that occurs, then Maine assumes it will be necessary to establish a new primary water source and possibly a secondary water supply both of which will be new wells. Alternatively, Maine will seek to have Wausau provide the back-up water supply and if necessary have the Public Service Commission determine the obligations of Wausau, if any relative to Maine. This issue will be addressed when Maine and Brokaw apply to the Public Service Commission for the transfer of the water utility pursuant to Wis. Admin. Code PSC §184. Thereafter, as depicted on the flow chart and dependent on the determination of the Commission, the process of design, funding, and

construction will follow. It is only after the transfer of ownership and improvements are completed as well as the further necessary approvals by the Wisconsin Department of Natural Resources and the Public Service Commission, that any expansion of services would be considered.

10.5 The Commission may undertake steps to reach an agreement with Marathon County for assistance from the Marathon County Highway Department or other entities for snow removal and highway repair service in Brokaw.

10.6 Maine shall continue to provide fire protection and emergency medical services for properties in Brokaw at the same rate/charges as may be from time to time agreed to by the Commission.

10.7 Texas shall for the term of this Plan, continue to provide the same level of snow plowing and fire services provided at the execution of this Plan to the Initial and Long-Term Attachment Areas. Maine may, as it deems necessary and appropriate and at its sole expense, provide additional services to the Initial and Long-Term Attachment Area.

XI. ATTACHMENT/DETACHMENT PROCEDURE IN BOUNDARY ADJUSTMENT AREA

11.1 **Initial Attachment - Texas.** Within 90 days of approval from the State Department of Administration of this Cooperative Plan, Maine shall, with ten (10) days advance written notice to the Town Clerk of Texas and Village Clerk of Brokaw, without review by the Maine Plan Commission or any other committee or commission of Maine, and without further review or approval of Texas or Brokaw, adopt an Ordinance attaching the territory in Texas and shall be considered the “Initial Attachment Area” and designating a temporary zoning classification for each parcel of land until the Zoning Ordinance of Maine is amended as prescribed in Wis. Stats. 62.23(7)(d). The Initial Attachment Area of Texas is as legally described and mapped on Exhibit C. The Ordinance may attach the territory to an existing ward or may create an additional ward. Following the attachment, the Maine Clerk shall file immediately with the Secretary of Administration a certified copy of the Attachment Ordinance, certificate and plat, and shall send one copy to each company that provides any utility service to the area that is attached. The Attachment Ordinance that is filed or sent shall describe the attached territory and the associated population. The information filed with the Secretary of Administration shall be utilized in making recommendations for adjustment to entitlements under the federal revenue sharing

program and distribution of funds under Ch. 79, Wis. Stats. Failure to file or send shall not invalidate the Attachment and the duty to file, record, or send shall be a continuing one.

The Maine Clerk shall further record the Attachment Ordinance with the Marathon County Register of Deeds and file a signed copy of the Attachment Ordinance with the clerk of any affected school district. The Attachment Ordinance that is filed, recorded or sent shall describe the attached territory and the associated population. Failure to file, record or send shall not invalidate the Attachment and the duty to file, record, or send shall be a continuing one.

11.2 Long-Term Attachment Area - Texas. There shall be a final attachment to Maine of territory in the Long-Term Attachment Area irrespective of occupancy, use or any other factors, effective on the seventy fifth (75th) anniversary of the effective date of this Plan pursuant to the procedure as set forth in ¶11.1 hereinabove. However, nothing in this Plan shall be interpreted to limit or waive a landowner's right in the Long-Term Attachment Area to annex their land from Texas into Maine pursuant to the procedures of Wis. Stats. §66.0217.

No property outside of this Initial and Long-Term Attachment Areas in Texas shall ever be attached by Brokaw or Maine from Texas. The Future Boundary Line as set forth on Exhibit B shall form the perpetual and permanent boundary between Maine and Texas. The provisions of this permanent and perpetual boundary shall survive the termination of this Agreement.

11.3 Payment For Services and Taxes In the Initial and Long-Term Attachment Areas. The first year after any Attachment occurs as set forth in paragraph ¶11.1 and 11.2 hereinabove, Maine agrees to pay annually to Texas an amount which will be approved by Maine and Texas within 30 days of the Attachment as long as Texas is providing the services in ¶10.7 herein.

Wisconsin Stats. §66.0217(14)(a)(1) provides for reimbursement of taxes lost through annexation to the municipality that lost territory. Maine agrees to reimburse Texas for five (5) years of property taxes based upon the value of land in the year of the attachment/annexation, commencing in the year in which the attachment/annexation is final.

11.4 Intermediate Attachment(s) of Brokaw. Upon written petition by the Commission filed with the Maine Clerk and consistent with the purpose of this Plan, the Maine Board shall, with ten (10) days advance written notice to the Town Clerk of Texas, the Commission, and Brokaw Clerk and without review and recommendation by the Maine Plan Commission or any other committee or commission of Maine, and without further review and approval of Texas or Brokaw, adopt Ordinances from time to time attaching portions of the

territory of Brokaw and designating temporary zoning classifications for each parcel of land until the Zoning Ordinance of Maine is amended as prescribed in Wis. Stats. §62.23(7)(d). The Intermediate Attachment Areas of Brokaw are cumulatively legally described and mapped on Exhibit D, attached hereto. The Ordinances may attach the territory to an existing ward or may create additional ward(s). The Maine Clerk shall file, record, or send the Attachment Ordinance(s) in the same manner as set forth in ¶11.1 above.

11.5 Final Attachment of Brokaw. Notwithstanding the provisions of ¶11.2, the Final Attachment of any territory remaining from Brokaw to Maine shall occur no later than seventeen (17) years from approval of this Cooperative Plan. The procedures followed shall be as set forth in ¶11.1 hereinabove.

11.6 Attachment Of Brokaw Property, Highways, And Other Rights of Way. Any attachment of territory under this Cooperative Plan will include the highways and other public rights-of-way whether half or the whole of any abutting highway or public right-of-way. Any territory and/or improvements thereon titled in the name of Brokaw shall further be transferred and titled in Maine through such documents as from time to time determined appropriate and necessary by Maine to attain the same degree of ownership as that which was held by Brokaw.

11.7 Attachment Of Texas Property, Highways, And Other Rights of Way. Any attachment or annexation of territory under this Cooperative Plan will include the highways and other public rights-of-way whether half or the whole of any abutting highway or public right-of-way. Any territory and/or improvements thereon titled in the name of Texas shall further be transferred and titled in Maine through such documents as from time to time determined appropriate and necessary by Maine to attain the same degree of ownership as that which was held by Texas.

11.8 Effective Date of Attachments. The day after the Attachment Ordinances are published shall be the effective date.

XII. SEWER AND WATER SERVICE TO TEXAS

12.1 Maine shall provide and extend sewer and water service to any part of Texas at its' request as set forth herein.

12.2 Procedure for Extension Requests. Requests for extension of water and/or sewer service to new customers in Texas shall be provided by Maine only after approval by resolution of the Texas Town Board. Unless agreed to by separate agreement, Texas, the potential customer or both, shall be responsible for the costs of extensions herein. Upon receipt of such

resolution from Texas, Texas and Maine shall agree upon how to facilitate the proposed extension of the service, obtain approval of the Wisconsin Public Service Commission, the Wisconsin Department of Natural Resources and other necessary regulatory bodies, the location of all facilities necessary to complete the extension, the estimated cost thereof, and such other matters as Texas and Maine deem appropriate to achieve said extension(s). Once authorized, any decision to extend services to Texas, the Initial and/or Long-Term Attachment Areas shall be based upon economic feasibility, alternatives for provision of safe drinking water and sewerage treatment, protection of public health and safety, and overall impacts to the public.

12.3 Easements. Texas shall be responsible for obtaining all easements determined necessary for the construction, maintenance, repair, replacement and operation of the facilities necessary for any extension to a Texas property. Maine shall have no obligation to furnish facilities or services until such easements have been obtained and approved. Nothing in this Cooperative Boundary Plan is intended to preclude Texas from charging any of its costs to Texas property owners requesting or benefiting from the services provided under this Section.

12.4 Design, Construction and Inspection. Maine shall have sole authority for the final design, bidding, construction and inspection of all sewer and/or water utility facilities under this Section.

12.5 Maine shall be deemed the sole owner of any sewer or water facilities constructed and connected to its sewer or water systems, except as to facilities owned by the customer.

12.6 Rules, Rates and Regulations. The regulations of the Maine sewer and/or water utility, approved from time to time as necessary by the Wisconsin Public Service Commission, the rates charged for various services, and all ordinances relating to the sewer and/or water utility and its facilities as adopted by the Maine Board shall apply equally to all customers and properties served regardless of whether they are located in Texas or Maine. Maine may, as a precondition to the furnishing of sewer or water service to any customer in Texas, require such customer to agree in writing to be bound by such rules, rates and ordinances as are applicable to the service within Maine. Maine's ordinances and rules shall not be amended in any manner which discriminates between properties located in Maine or Texas with respect to ownership of laterals or other facilities.

12.7 Use of Water Service. Texas shall not permit any water furnished under this Cooperative Boundary Plan to be used to supply any person or property located outside of Texas,

except as may be temporarily necessary in the case of fire or similar emergency or pursuant to any cross-connection agreements to which Maine and Texas are both parties.

12.8 Special Assessment/Developer Agreements. Texas shall provide as much reasonable notice to Maine as practical that it may be seeking an extension of services. Prior to issuance of any building permit for new construction within Texas that is, or will be, served by a new or modified connection to Maine facilities under this Section, Texas may impose, collect and pay to Maine a sewer and/or water special assessment calculated pursuant to Maine ordinances and State statutes, as amended from time to time or Maine may enter into a developer agreement with the property owner.

12.9 The agreements, commitments and representations made in this Section 12 shall be perpetual and permanent, with Texas and Maine expressly intending that the same survive the termination of this Agreement.

12.10 To the extent this Plan provides services and protections to sewer and water utility customers in Texas in excess of the minimums required by law, this Plan shall supersede those minimum standards.

12.11 In the event water and/or sewer capacity shall become inadequate at any time Maine shall take reasonable steps to increase the capacity to provide adequate service. In the event Maine shall elect to impose special assessments for such improvements, Texas shall levy and collect such special assessments against properties within Texas served by Maine sewer and/or water utility, Texas shall adopt a resolution pursuant to Wis. Stats. §66.0707(1) approving any such assessments so levied and shall collect the assessments and pay them over to Maine as set forth in Wis. Stats. §66.0707(3). Any special assessment levied by Maine against lands within Texas shall be on the same terms and conditions as those applicable to properties within Maine assessed for the same or similar project. Texas reserves the right at its sole option to levy special assessments for any or all of the costs for which it is responsible under this section. All such costs shall be paid by Texas to Maine within 60 days of the date of an invoice from Maine for such costs.

12.12 The agreements, commitments and representations made in this Section 11 shall be perpetual and permanent, with Texas and Maine expressly intending that the same survive the termination of this Agreement.

12.13 To the extent this Plan provides services and protections to sewer and water utility customers in Texas in excess of the minimums required by law, this Plan shall supersede those minimum standards.

XIII. BROKAW TAX INCREMENT DISTRICT

13.1 The Tax Increment District in Brokaw will continue to function pursuant to Wis. Stats. §66.1105. Subject to Commission approval, Brokaw will continue to exist and collect property taxes in said District in order to take advantage of the tax increment financing structure.

XIV. ECONOMIC GRANT FUNDING

14.1 The Municipalities in concert with Marathon County or other possible partners will endeavor to meet with State legislators, Wisconsin Economic Development Corporation and/or State officials to discuss an overall plan for economic development in northern Marathon County and to make application(s) for grant funds to support economic development activities and marketing activities for the northern Marathon County region that is the subject of the Cooperative Plan.

XV. DISPUTE RESOLUTION

15.1 **Remedies.** This Cooperative Plan is intended to provide each party with the right and standing to challenge in Court any action or omission which violates this Cooperative Plan. This Cooperative Plan is intended to provide each party with the right and standing to seek any available legal and equitable remedy to enforce this Cooperative Plan and to seek damages for the breach of this Cooperative Plan.

15.2 **Notice of Breach/Dispute.** If a party to this Cooperative Plan believes that the other party is in breach of this Cooperative Plan, the aggrieved party shall promptly deliver written notice of said breach upon the other party.

15.3 **Initial Meeting.** The parties shall meet promptly after receipt of a notice of breach or dispute and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve any dispute, the parties shall meet again within thirty (30) days after the initial meeting. The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. Failure or refusal of a party to meet promptly and attempt in good faith to resolve any dispute shall be deemed a waiver by such party of any right to recover any litigation expenses or attorney fees

other than statutory costs, provided, however, that good faith shall not require an amendment of this Cooperative Plan.

15.4 Nonbinding Mediation. In the event the parties are not able to reach agreement in such situation, either party, by thirty (30) days written notice to the other, may require submission of such dispute to an impartial mediator to be mutually selected by the parties during such thirty (30)-day period for nonbinding mediation. The parties shall promptly pay on an equal basis all fees and expenses of the selected mediator.

15.5 Limitation on Commencement of Civil Action. No civil action may be commenced until after completion of the process set forth in ¶15.2 to 15.4, except that a party may commence an action seeking specific performance or injunctive relief prior to this time if, in that party's good faith judgment, such an action is necessary to protect the public health, safety or welfare. Except as otherwise provided in this Cooperative Plan, the prevailing party in any court action concerning an alleged breach of this Cooperative Plan shall be entitled to recovery from the other party its reasonable costs and expenses of litigation, including reasonable attorney's fees.

15.6 Waiver of Notice of Claim. This paragraph is intended by the parties to waive their respective statutory right to any further notice under Wis. Stats. §839.80(1)(a) to the extent said subsection is applicable.

XVI. MISCELLANEOUS TERMS AND CONDITIONS

16.1 No Third Party Beneficiary. This Cooperative Plan is intended to be solely between Brokaw, Texas and Maine. Nothing in this Cooperative Plan shall be interpreted as giving to any person or entity not party to this Cooperative Plan any legal or equitable rights whatsoever.

16.2 No Challenges to this Cooperative Plan. Brokaw, Texas and Maine hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative Plan or any of the actions required or permitted by it, or taking any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Cooperative Plan or any of the actions required or permitted by it.

16.3 Amendment. The procedure for amendment of this Cooperative Plan shall be as required in Wis. Stats. §66.0307(8).

16.4 Good Faith and Fair Dealing. The parties acknowledge that this Cooperative Plan imposes on them a duty of good faith and fair dealing.

16.5 Severability. The provisions of this Cooperative Plan and the individual parts of each such provision shall be severable. In the event that any provision of this Cooperative Plan, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Cooperative Plan shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means.

16.6 Invalid or Ineffective Ordinance. In the event that any Ordinance including, but not limited to, Attachment or Zoning Ordinances, which the parties are required or entitled to enact or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another Ordinance designed to satisfy the court's objections. The parties shall use their best efforts to find, design and implement the court's objections. The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of the benefits and burdens of this Cooperative Plan. In the event the parties are not able to reach agreement, either party may provide written notice of a dispute to the other and the dispute resolution process set forth in §§15.3 through 15.5 shall apply.

16.7 Successors. This Cooperative Plan shall benefit and be binding upon the successors of Brokaw, Texas and Maine. Successors include, but are not limited to, a city, village or town being a party to a consolidation and any other governmental entity which may govern the subject territory.

16.8 Implementation. Brokaw, Texas and Maine shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Cooperative Plan.

16.9 References. Any references in this Cooperative Plan to any particular agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance shall be interpreted as applying to the designated agency. Any references in this Cooperative Plan to any particular statute or ordinance shall be

interpreted as applying to such statute or ordinance as recreated, amended or renumbered from time to time.

16.10 **Paragraph Titles.** Paragraph titles in this Cooperative Plan are provided for convenience only and shall not be used in interpreting this Cooperative Plan.

16.11 **Interpretation.** This Cooperative Plan shall be interpreted as though jointly drafted by the parties.

16.12 **Notices.** All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the party receiving the notice or to the person apparently in charge of the clerk's office during normal business hours or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service):

Brokaw:

Attn: Village President
Village of Brokaw
311 Third Street
Brokaw, WI 54417

Texas:

Attn: Town Clerk
Town of Texas
T4510 River Hills Road
Wausau, WI 54403

Maine:

Attn: Village Clerk
Village of Maine
6111 North 44th Avenue
Wausau, Wisconsin 54401

Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Cooperative Plan, by written notice to the other parties pursuant to this paragraph. Each notice shall be effective upon delivery in person or mailing or upon actual receipt without regard to the method of transmission, whichever occurs first.

16.13 **Recording of Cooperative Plan with Register of Deeds.** This Cooperative Plan shall be recorded with the Marathon County Register of Deeds. The recording of this Cooperative Plan shall provide notice to all property owners within the subject territory of the provisions of this Cooperative Plan which shall run with the land.

16.14 **Incorporation.** The recitals are hereby incorporated into this Plan as if they were specifically identified herein. The exhibits attached hereto are hereby incorporated herein.

XVII. COMPLIANCE WITH STATUTORY REQUIREMENTS

17.1 **Initial Authorizing Resolutions.** Wisconsin Stats. §66.0307(4)(a) requires that initial authorizing resolutions for the preparation of this Cooperative Plan be approved by each participating municipality before the preparation of this Cooperative Plan may commence. Authorizing resolutions must be dated and signed by the chief elected official and attested to by the municipal clerk of each municipality participating in this Cooperative Plan. Copies of the Municipalities' initial authorizing resolutions are included herein as Exhibit F.

17.2 **Affidavit of Mailing Notice.** Wisconsin Stats. §66.0307(4) requires that copies of the authorizing resolutions be sent to the Wisconsin Department of Administration, Wisconsin Department of Natural Resources, Wisconsin Department of Agriculture, Trade and Consumer Protection and Wisconsin Department of Transportation; the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating municipality; the clerk of each county in which a participating municipality is located; and any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality. A copy of an affidavit attesting to the mailing of copies of the authorizing resolutions to the above parties is included herein as Exhibit G.

17.3 **Affidavit of Publication of Public Hearing Notice.** Wisconsin Stats. §66.0307(4)(b) requires the participating municipalities to receive and consider public comments prior to adopting this Cooperative Plan. A copy of an affidavit evidencing the Class 3 notice for the joint public hearing was published is included herein as Exhibit H. The Municipalities held a joint public hearing on this Cooperative Plan on the 10th day of February, 2016.

17.4 **Record of Public Participation and Comment.** Wisconsin Stats. §§66.0307(4)(c), (d) and (f) require the participating Municipalities to receive and consider public comments prior to adopting this Cooperative Plan. Public comments were received prior to, at and following the joint public hearing. A summary of the public comments is included herein as Exhibit I. A list of the changes made in response to public comments is included herein as Exhibit J.

17.5 **Record of Comments from County or Regional Planning Commission.** Wisconsin Stats. §§66.0307(4)(c), (d) and (f) require the participating Municipalities to receive and consider comments from the county zoning agency or regional planning commission on the


proposed plan's effect on the master plan adopted by the regional planning commission or development plan adopted by the county and on the delivery of municipal services. A copy of the comments received from the county zoning agency or regional planning commission is included herein as Exhibit K. A list of the changes made in response to the comments is included herein as Exhibit L.

17.6 Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State. Wisconsin Stats. §66.0307(4)(d) and (f) requires each participating municipality to adopt a resolution adopting a final version of the Cooperative Plan. Copies of the Municipalities' Resolutions indicating adoption of this Cooperative Plan and authorizing transmittal of this Cooperative Plan to the Wisconsin Department of Administration for review included herein as Exhibit M. Each Resolution is dated and signed by the chief elected official and attested by the clerk from each participating municipality.

Dated this 30th day of August, 2016.

VILLAGE OF BROKAW

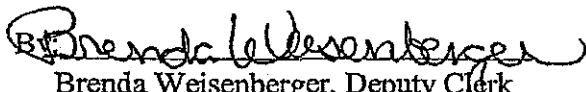
TOWN OF TEXAS

By: 
Jeffrey P. Weisenberger, President

By: 
Matthew P. Bootz, Chairperson

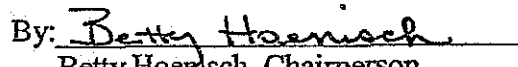
Attest:

Attest:

By: 
Brenda Weisenberger, Deputy Clerk

By: 
Lorraine I. Beyersdorff, Clerk

VILLAGE OF MAINE

By: 
Betty Hoensch, Chairperson
pursuant to Wis. Stats. §66.0215(8)

Attest:

By: 
Cindy Bailey, Appointed Clerk

EXHIBIT INDEX

Exhibit A:	Existing Municipal Boundaries
Exhibit B:	Future Boundary Line
Exhibit C:	Initial Attachment Area
Exhibit D:	Intermediate and Final Attachment Areas
Exhibit E:	Long-Term Attachment Area
Exhibit F:	Initial Authorizing Resolutions
Exhibit G:	Affidavits Transmitting Authorizing Resolutions
Exhibit H:	Affidavit Of Publication Of Public Hearing Notice
Exhibit I:	Summary Of Public Comments
Exhibit J:	List Of Changes Made In Response To Public Comment
Exhibit K:	Comments From County Or Regional Plan Commission
Exhibit L:	List Of Changes Made In Response To Comments From County or Regional Plan Commission
Exhibit M:	Adopting Resolutions
Exhibit N:	Vierbicher Brokaw Infrastructure Analysis Report
Exhibit O:	Vierbicher Analysis Of Compactness
Exhibit P:	Vierbicher Funding Strategy Report

Exhibit A: Existing Municipal Boundaries

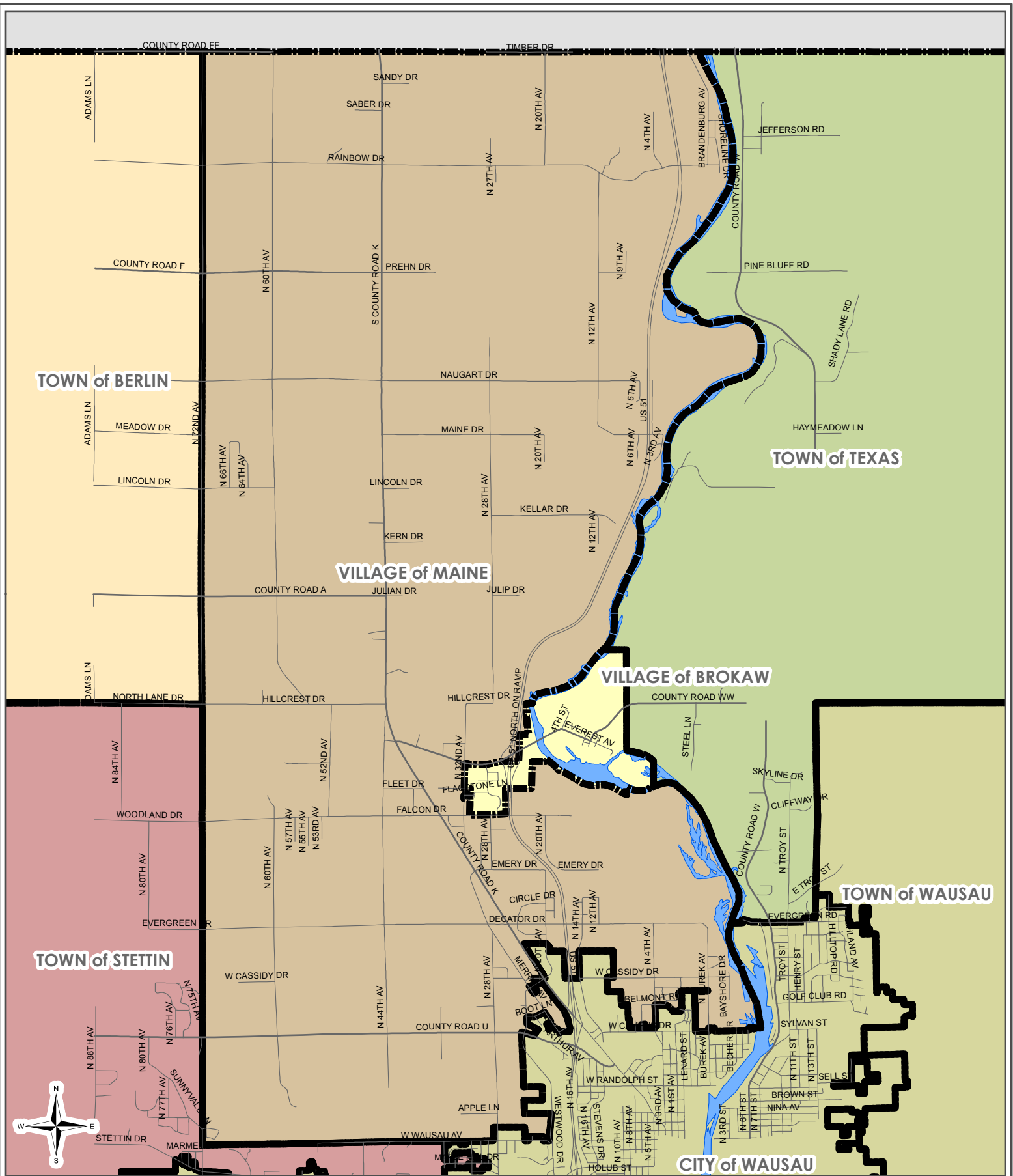


Exhibit A: Existing Municipal Boundaries

vierbicher
 planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
 999 Fourier Drive, Suite 201, Madison, WI 53717
 Phone: (608) 826-0530

Exhibit B: Future Boundary Line

VILLAGE OF MAINE FUTURE BOUNDARY DESCRIPTION

Beginning at the corner common to Sections 13, 14, 23, and 24, Township 29 North, Range 7 East; thence West, along the South line of Section 14, Township 29 North, Range 7 East, to the Southeast corner of the West 1/2 of the SE 1/4 of the SE 1/4 of said Section 14;

thence N0°23'W along the East line of said West 1/2 to the Northerly line of Outlot 1 of Certified Survey Map No. 9492 recorded in the office of Register of Deeds for Marathon County in Volume 38 of Certified Survey Maps on page 115;

thence North, along said East line, approximately 152 feet to the South line of said South 1/2 of the NE 1/4 of the Southeast 1/4;

thence West, along said South line, 16.5 feet to the West line of the East 676.5 feet of said South 1/2 of the NE 1/4 of the SE 1/4;

thence North, along said West line, approximately 643.5 feet to the South line of the North 16.5 feet of said South 1/2 of the NE 1/4 of the SE 1/4;

thence East, along said South line, 651.75 feet to the West right-of-way of Burek Avenue;

thence North, along said West right-of-way, 16.5 feet to the North line of said South 1/2 of the NE 1/4 of the SE 1/4;

thence West, along said North line, 1286.52 feet to the East line of said Block 4 of North Hill's Second Addition;

thence South, along said East line, approximately 124 feet to the North line of Lot 4 of said Block 4;

thence West, along said North line, 139.95 feet to the West line of said Lot 4;

thence South, along said West line, 95 feet to the South line of said Lot 4;

thence East, along said South line, 141.60 feet to said East line of said Block 4;

thence South, along said East line, 441.08 feet to said South line of the South 1/2 of the NE 1/4 of the SE 1/4;

thence South, along the West line of said SE 1/4 of the SE 1/4, approximately 195 feet to the Northerly right-of-way of East Crabtree Circle;

thence Westerly and Southerly, along said right-of-way, to the Westerly line of Lot 1 of Certified Survey Map No. 8283 recorded in the office of Register of Deeds for Marathon County in Volume 32 of Certified Survey Maps on page 51;

thence S32°35'40"W, along said Westerly line, 75.00 feet to the Northerly line of a Plat of Survey recorded in the Marathon County Surveyor's office, dated April 15, 2003, and prepared by Wisconsin Valley Surveyors for Robert Monk III;

thence S89°39'56"W, along said Northerly line, 371.50 feet; thence N35°01'14"W, along said Northerly line, 206.32 feet;

thence N58°54'55"W, along said Northerly line, 272.02 feet to a line 30.00 feet Southerly of and parallel with the North line of the SW 1/4 of said SE 1/4;

thence S89°39'56"W, along said parallel line and along said Northerly line of said Plat of Survey, 517.03 feet to the West line of said SE 1/4;

thence S01°12'09"E, along said West line 1096.76 feet; thence West parallel with the South line of the SE 1/4 of the SW 1/4 of said Section 14 to a point 160.00 feet East of the West line of the East 1/2 of said SE 1/4;

thence North parallel with said West line, 160.00 feet;

thence West parallel with the South line of said SE 1/4, 190.00 feet;

thence South parallel with the West line of the East 1/2, of said SE 1/4, 160.00 feet;

thence West parallel with the South line of the SE 1/4 of the SW 1/4 of said Section 14 to a point 50 feet East of the West line of said SE 1/4 of the SW 1/4;

thence North parallel with the West line of said SE 1/4 of the SW 1/4, 420 feet;

thence West parallel with the South line of said SE 1/4 of the SW 1/4, 50 feet;

thence North to the Northeast corner of the SW 1/4 of the SW 1/4 of said Section 14;

thence West on the North line of said SW 1/4 of the SW 1/4 to a point 990 feet East of the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 14;

thence North, parallel with the West line of said NW 1/4 of the SW 1/4, 660 feet;

thence West, parallel with the South line of said NW 1/4 of the SW 1/4, 660 feet;

thence North, parallel with the West line of said NW 1/4 of the SW 1/4, to the North line of said NW 1/4 of the SW 1/4;

thence N01°47'47"W, along the East line of the West 1/2 of the West 1/2 of the NW 1/4 of the SW 1/4 of said Section 14, extended Northerly, 24.75 feet to the North right-of-way of Cassidy Drive;

thence N89°30'56"E, along said North right-of-way, 124.22 feet;

thence N00°59'48"W, along said North right-of-way, 8.25 feet;

thence N89°30'56" E, along said North right-of-way, 208.71 feet to the East line of the West 1/2 of the SW 1/4 of the NW 1/4 of said Section 14;

thence N00°59'48"W, along said East line, 1294.46 feet to the North line of the SW 1/4 of the NW 1/4 of said Section 14;

thence S89°21'15"W, along said North line, 663.54 feet to the West line of said NW 1/4 of Section 14;

thence S89°55'43"W, along the North line of the SE 1/4 of the NE 1/4 of said Section 15, 960.85 feet to the East right-of-way of North 14th Avenue;

thence continuing S89°55'43"W, along said North line, 60 feet to the centerline of North 14th Avenue;

thence Southerly, along said centerline, to the North line of the SE 1/4 of said Section 15;

thence West, along said North line, to the Westerly right-of-way of USH "51" and the East line of

Lot 1 of Certified Survey Map No. 8361 recorded in the Office of Register of Deeds for Marathon County, in Volume 32 of Certified Survey Maps on page 129;

thence N02°24'14"W, along said East line, 1317.63 feet to the Northeast corner of said Lot 1;

thence S89°55'12"W, along the North line of said Lot 1, to the centerline of Bos Creek;

thence Northerly, along said Centerline, to the East right-of-way of North 20th Avenue;

thence North, along said East right-of-way, approximately 43 feet to the North line of Certified Survey Map No. 6864 recorded in the Office of Register of Deeds for Marathon County, in Volume 26 of Certified Survey Maps on page 57, extended Easterly;

thence West, along said North line extended Easterly, 49.75 feet to the Northeast corner of said Certified Survey Map No. 6864;

thence N89°54'46"W, along the North line of said Certified Survey Map No. 6864, 1071.53 feet to the Northwest corner of said Certified Survey Map No. 6864;

thence S31°54'34"E, along the Southwesterly line of said Certified Survey Map No. 6864, 1777.10 feet;

thence S89°55'41"W, along said line, 23.54 feet;

thence S31°54'34"E, along said Southwesterly line, 192.75 feet to the Southwest corner of said Certified Survey Map No. 6864;

thence S01°24'36"E, 25.00 feet to the South line of the NW 1/4 of said Section 15, Township 29 North, Range 7 East;

thence S89°53'05"W, along said South line, to the Easterly line of Parcel A of Certified Survey Map No. 9890 recorded in the Office of the Register of Deeds for Marathon County in Volume 40 of Certified Survey Maps on Page 113, extended Northerly;

thence S33°48'48"E, along said Easterly line extended Northerly and along said Easterly line, 257.58 feet to the Northerly right-of-way of Overlook Drive;

thence S56°20'39"W, along said Northerly right-of-way, 366.18 feet;

thence continuing along said Northerly right-of-way, N61°06'58"W, 78.89 feet to the Easterly right-of-way of Merrill Avenue;

thence S33°11'41"E, along said Easterly right-of-way, 427 feet more or less, to the Northerly line of Parcel B of said Certified Survey Map No. 9890;

thence Easterly along said Northerly line, 177 feet; thence Northerly, along said Northerly line and along the Westerly line of said Parcel A, 259 feet more or less to the Southerly right-of-way of Overlook Drive;

thence N56°20'39"E, along said Southerly right-of-way, 450.00 feet;

thence continuing along said Southerly right-of-way, N86°18'25"E, 200.23 feet to said Westerly right-of-way of County Trunk Highway K;

thence Southeasterly, along said Westerly right-of-way and along the Westerly right-of-way of USH "51", to the Southerly line of the lot as shown on Certified Survey Map No. 2794 recorded in the Office of Register of Deeds for Marathon County in Volume 10 of Certified Survey Maps on page 267;

thence N89°12'32"W, along said Southerly line, 298.30 feet to the Westerly line of said lot;

thence N32°51'06"W, along said Westerly line, 35.42 feet to the Southerly right-of-way of the proposed road (Bovine Lane) as shown on said Certified Survey Map No. 2794;

thence Southwesterly, along said Southerly right-of-way, to the Northeasterly right-of-way of Merrill Avenue;

thence Northwesterly, along said Northeasterly right-of-way, 210 feet;

thence Southwesterly, to the Easterly-most corner of the parcel described in Document No. 844806, recorded in the Office of Register of Deeds for Marathon County in Volume 418 of Micro Records on page 1055, said corner being on the Southwesterly right-of-way of Merrill Avenue;

thence Northwesterly, along said Southwesterly right-of-way, to the Northwesterly line of said parcel described in Document No. 844806;

thence Southwesterly, along said Northwesterly line, to the West line of the SW 1/4 of the SE 1/4 of said Section 15;

thence Northerly, along said West line and along the Easterly line of Lot 6 of Overlook Heights, to the Northeast corner of said Lot 6;

thence Northwesterly, along the Northeasterly line of Lot 5, to the Northerly line of Certified Survey Map No. 1382 recorded in the Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on page 63;

thence Northeasterly, along said Northerly line, 230.93 feet to said Southwesterly right-of-way of Merrill Avenue;

thence Northwesterly, along said Southwesterly right-of-way, 169 feet to the Southerly line of Lot 1 of said Overlook Heights;

thence N33°42'30"W, along the Northeasterly line of said Lot 1 and along the Northeasterly line of Lot 2 of said Overlook Heights, 379.08 feet to the Northwesterly line of said Lot 2;

thence S63°25'38"W, along said Northwesterly line and along the Northwesterly line of Lot 3 of said Overlook Heights, 550.79 feet to the Northeasterly corner of Lot 10 of said Overlook Heights;

thence Westerly, along the Northerly line of said Lot 10, to the Northwest corner of said Lot 10;

thence Southerly, along the Westerly line of Lot 10 and the Westerly line of Lot 9 of said Overlook Heights, to the Southerly line of said Lot 9;

thence Southeasterly, along said Southerly line and along the Southerly line of Lot 8 of said Overlook Heights, to the Westerly line of Lot 7 of said Overlook Heights;

thence Southwesterly, along said Westerly line, to the South line of the SE 1/4 of the SW 1/4 of said Section 15;

thence West, along said South line, to the Westerly line of the parcel described in Document No. 1075478 recorded in the Office of Register of Deeds for Marathon County in Volume 742 of Micro Records on page 1308;

thence Southerly, along said Westerly line, to the Northerly right-of-way of CTH "U"; thence Westerly, along said Northerly right-of-way, to the West line of said SE 1/4 of the SW 1/4;

thence South, along said West line, and along the West line of the NE 1/4 of the NW 1/4 of said

Section 22, and along the West line of the SE 1/4 of the NW 1/4, of said Section 22, to the South line of said SE 1/4 of the NW 1/4;

thence East, along said South line, to the Northeast corner of Lot 3 of Certified Survey Map No. 6774 recorded in the Office of Register of Deeds for Marathon County in Volume 25 of Certified Survey Maps on page 174;

thence South, along the East line of said Lot 3, to the Southeast corner of said Lot 3; thence West, along the South line of said Lot 3, to the West line of the NE 1/4 of the SW 1/4 of said Section 22;

thence South, along said West line, to the South line of said NE 1/4 of the SW 1/4;

thence East, along said South line, to the Southeast corner of said NE 1/4 of the SW 1/4;

thence South, along the East line of the SE 1/4 of the SW 1/4 of said Section 22, to the proposed Westerly right-of-way of Westwood Drive, said proposed Westerly right-of-way being the Westerly line of the parcel described in Document 1374994 recorded in the office of Register of Deeds for Marathon County;

thence along said proposed Westerly right-of-way and along the arc of a curve to the right having a chord bearing of S01°36'05"W and a chord distance of 19.90 feet and a radius of 160.00 feet;

thence S05°10'02"W, along said proposed Westerly right-of-way, 831.31 feet to the North line of Certified Survey Map No. 6646 recorded in the office of Register of Deeds for Marathon County in Volume 25 of Certified Survey Maps on page 46;

thence N89°11'04"W (as recorded on said CSM No. 6646), along said North line, 35.49 feet to a point on said North line being 140.00 feet Westerly, measured along said North line, of said East line of the SE 1/4 of the SW 1/4, said point also being on the West line of the parcel described in Document No. 1341672 recorded in the office of Register of Deeds for Marathon County;

thence S01°57'51"E, parallel with said East line of the SE 1/4 of the SW 1/4 and along said West line described in Document No. 1341672, 157.85 feet to the Northwest corner of Certified Survey Map No. 1893 recorded in the office of Register of Deeds for Marathon County in Volume 7 of Certified Survey Maps on page 279;

thence S0°47'43"E (as recorded on said CSM No. 1893), along the West line of said Certified Survey Map No. 1893, 311.00 feet to the South line of said SW 1/4;

thence West, along said South line, 292 feet to the Easterly line of the parcel described in Document No. 668174 recorded in the office of Register of Deeds for Marathon County in Volume 187 of Micro-Records on page 889, extended Southerly;

thence Northerly, parallel with the East line of said SE 1/4 and along said Easterly line extended Southerly and along said Easterly line, 208 feet to the Northerly line of the parcel described in said Document No. 668174;

thence Westerly, parallel with said South line of the SE 1/4 of the SW 1/4 and along said Northerly line, 104 feet to the Northeast corner of the parcel described in Document No. 700875 recorded in the office of Register of Deeds for Marathon County in Volume 233 of Micro-Records on page 917;

thence Westerly, along the Northerly line of said parcel, and along the Northerly line of the

parcel described in Document No. 1233355 recorded in the office of Register of Deeds for Marathon County, and along the North line of Parcel C of Certified Survey Map No. 6328 recorded in the office of Register of Deeds for Marathon County in Volume 23 of Certified Survey Maps on page 156; to the Westerly line of said Parcel C;

thence Southerly, along said Westerly line and along said Westerly line extended Southerly, to the North line of the NW 1/4 of said Section 27;

thence West, along said North line, to the Southeast corner of the South 1/2 of the SW 1/4 of the SW 1/4 of Section 22;

thence North to the Northeast corner of said South 1/2;

thence West to the Northwest corner of said South 1/2;

thence S89°07'43"W, along the North line of the South 1/2 of the SE 1/4 of the SE 1/4, Section 21, Township 29 North, Range 7 East, and along the North line of Certified Survey Map No. 9850 recorded in the Office of Register of Deeds for Marathon County in Volume 40 of Certified Survey Maps on page 73, 226.0 feet to the Northwest corner of said Certified Survey Map No. 9850;

thence S1°06'05"E, along the West line of said Certified Survey Map No. 9850, 434.55 feet to the Southwest corner of said Certified Survey Map No. 9850;

thence continuing S1°06'05"E, along the East line of Lot 3 of Certified Survey Map No. 7110 recorded in the Office of Register of Deeds for Marathon County in Volume 27 of Certified Survey Maps on page 93, 226.00 feet to the South line of the SE 1/4 of Section 21, Township 29 North, Range 7 East;

thence Westerly along the south line of said Section 21, 5054 feet more or less, to the southeast corner of Section 20, Township 29 North, Range 7 East;

thence Westerly along the south line of said Section 20, 5280 feet more or less, to the southeast corner of fractional Section 19, Township 29 North, Range 7 East;

thence Westerly along the south line of said fractional Section 19, 3923 feet more or less, to the southwest corner of said fractional Section 19, Township 29 North, Range 7 East;

thence Northerly along the west line of said fractional Section 19, 5280 feet more or less, to the southwest corner of fractional Section 18, Township 29 North, Range 7 East;

thence Northerly along the west line of said fractional Section 18, 5280 feet more or less, to the southwest corner of fractional Section 7, Township 29 North, Range 7 East;

thence Northerly along the west line of said fractional Section 7, 5280 feet more or less, to the southwest corner of fractional Section 6, Township 29 North, Range 7 East;

thence Northerly along the west line of said fractional Section 6, 5770 feet more or less, to the southwest corner of fractional Section 31, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 31, 5280 feet more or less, to the southwest corner of fractional Section 30, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 30, 5280 feet more or less, to the southwest corner of fractional Section 19, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 19, 5280 feet more or less, to the

southwest corner of fractional Section 18, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 18, 5280 feet more or less, to the southwest corner of fractional Section 7, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 7, 5280 feet more or less, to the southwest corner of fractional Section 6, Township 30 North, Range 7 East;

thence Northerly along the west line of said fractional Section 6, 5585 feet more or less, to the northwest corner of said fractional Section 6, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 6, 3485 feet more or less, to the northwest corner of fractional Section 5, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 5, 5280 feet more or less, to the northwest corner of fractional Section 4, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 4, 5280 feet more or less, to the northwest corner of fractional Section 3, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 3, 5280 feet more or less, to the northwest corner of fractional Section 2, Township 30 North, Range 7 East;

thence Easterly along the north line of said fractional Section 2, 4900 feet more or less, to its intersection with center of the Wisconsin River;

thence southerly along said center of the Wisconsin River as it runs through Sections 2, 1, 12, 11, 14, 13, 24, 23, 26, and 35, all in Township 30 North, Range 7 East, to its intersection with the East and West quarter section line of Section 35; Township 30 North, Range 7 East;

thence East along the East and West quarter section line of Section 35; Township 30 North, Range 7 East to a point where said quarter section line intersects with the meander line of the left bank of the Wisconsin River, this point being marked by a 4" oak post and a 2" iron pipe;

thence continuing East along the East and West quarter section line of Section 35; Township 30 North, Range 7 East, a distance of 745 to the Northeast corner of Government Lot 6, Section 35, Township 30 North, Range 7 East, this point being marked by a 4" oak post and a 2" iron pipe;

thence South along the East boundary line of Government Lot 6 and the East boundary line of the SW 1/4 of the SW 1/4 of Section 35, Township 30 North, Range 7 East, and along the East boundary line of the NW 1/4 of the NW fractional 1/4 and the East boundary line of Government Lot 4 of Section 2, Township 29 North, Range 7 East, a distance of 4925 feet more or less to a point where the East boundary line of Government Lot 4 of Section 2 intersects with the South boundary line of the C.M. & St. P.R.R. right of way;

thence in a Southeasterly direction along aforesaid South boundary line, a distance of 1440 feet more or less to a point where said South boundary line intersects the North - South Quarter Section line of Section 2, Township 29 North, Range 7 East;

thence Southerly along said quarter section line, a distance of 60 feet more or less to a point where said North - South Quarter Section line intersects the north line of Government Lot 2 of Section 2, Township 29 North, Range 7 East;

thence Easterly, 1340 feet more or less along the north line of said Government Lot 2 to the north east corner thereof;

thence Easterly, 1340 feet more or less along the north line of Government Lot 1 of Section 2, Township 29 North, Range 7 East to the northeast corner thereof;

thence Southerly, 1310 feet more or less along the east line of said Government Lot 1 and the west line of the NW 1/4 of the SW 1/4 of Section 1, Township 29 North, Range 7 East to the southwest corner of the NW 1/4 of the SW 1/4 of said Section 1;

thence Easterly, 1333 feet more or less along the south line of said NW 1/4 of the SW 1/4 to the southeast corner thereof;

thence Southerly, 1310 feet more or less along the west line of the SE 1/4 of the SW 1/4 of said Section 1 to the southwest corner thereof;

thence Easterly, 680 feet more or less to a point that is West 660 feet from the Northeast corner of the NE 1/4 of the NW 1/4 of Section 12, Township 29 North, Range 7 East;

thence Southerly, 330 feet;

thence Easterly, 740 feet more or less to the intersection with the westerly right-of-way of County Road 'W';

thence Northeasterly, 345 feet more or less along said westerly right-of-way of County Road 'W' to the intersection with the north line of the NE 1/4 of Section 12, Township 29 North, Range 7 East;

thence Easterly, 737 feet more or less along the north line of the NE 1/4 of said Section 12 to a point West 460 feet more or less from the west line of the NE 1/4 of the NE 1/4 of said Section 12;

thence Southerly, 1302.58 feet to the intersection with the south line of the NW 1/4 of the NE 1/4 of said Section 12;

thence Easterly, 460 more or less along the south line of the NW 1/4 of the NE 1/4 of said Section 12 to the southeast corner thereof;

thence Easterly, 1340 feet more or less along the south line of the NE 1/4 of the NE 1/4 of said Section 12 to the southeast corner thereof;

thence Southerly, 1306 feet more or less along the east line of the SE 1/4 of the NE 1/4 of said Section 12 to the southeast corner thereof;

thence Southerly, 1306 feet more or less along the east line of the NE 1/4 of the SE 1/4 of said Section 12 to the southeast corner thereof;

thence Southerly along the east line of the SE 1/4 of the SE 1/4 of Section 12, Township 29 North, Range 7 East, 1114.88 feet to a point 200.00 feet North of the South line of said Section 12;

thence West parallel with the South line of Section 12, T29N, R7E, 561.64 feet to the northwest corner of Lot 1, Certified Survey Map recorded in the office of Register of Deeds for Marathon County in Volume 30 of Certified Survey Maps on Page 24;

thence Southerly along the west line of said Lot 1 and its southerly extension, 200 feet more or less, to a point on the line between Sections 12 and 13, said T29N, R7E;

thence West, along the line between said Sections 12 and 13, to the Westerly railroad right-of-way line of the Chicago, Milwaukee and St. Paul Railroad;

thence N20°47'35"W, along said Westerly Railroad right-of-way, 35.36 feet to the Southerly line of Certified Survey Map No. 7813 recorded in the office of Register of Deeds for Marathon County in Volume 30 of Certified Survey Maps on page 76;

thence N89°42'47"W, along said Southerly line and along the Southerly line of Certified Survey Map No. 5114 recorded in the office of Register of Deeds for Marathon County in Volume 18 of Certified Survey Maps on page 282, approximately 450 feet to an angle point in said Southerly line;

thence N66°51'36"W, along said Southerly line, 187.58 feet to the East line of Lot 1 of Certified Survey Map No. 4237 recorded in the office of Register of Deeds for Marathon County in Volume 16 of Certified Survey Maps on page 5;

thence continuing N66°51'36"W, along the Southerly line of Lot 1 of said Certified Survey Map No. 4237, 70.70 feet to an angle point in said Southerly line;

thence N84°47'26"W, along said southerly line, 52.96 feet;

thence N65°35'07"W, 79.00 feet;

thence S73°05'48"W, 69.00 feet to said Southerly line of Lot 1 of Certified Survey Map No. 4237;

thence S39°47'28"E, along the Easterly line of Parcel A of Certified Survey Map No. 5659 recorded in the office of Register of Deeds for Marathon County in Volume 20 of Certified Survey Maps on page 252, 70.72 feet to the West line of Parcel B of said Certified Survey Map No. 5659;

thence S00°17'13"W, along said West line, 95.64 feet to said line between Sections 12 and 13;

thence West, along said line between Sections 12 and 13, to the centerline of the main channel of the Wisconsin River;

thence Southerly, along the centerline of the main channel of the Wisconsin River to the North line of the South 110 feet of Government Lot 10 of said Section 13;

thence West, along said North line, to the Westerly bank of the Wisconsin River and its backwaters;

thence Westerly, along said bank, to the end of a point of land;

thence Southwesterly, to intersection of the Southerly bank of the backwaters of the Wisconsin River and the West line of Outlot 1 of Certified Survey Map No. 10597 recorded in the office of Register of Deeds for Marathon County in Volume 44 of Certified Survey Maps on page 39;

thence South along said West line to the North line of said Section 24, being the South line of Section 13;

thence West on a line between Sections 13 and 24, Township 29 North, Range 7 east, to a point 275.00 feet East of the Southwest corner of Section 13;

thence North parallel with the West line of Section 13, 150.00 feet; thence West parallel with the South line of Section 13, 275.00 feet;

thence South, along the West line of Section 13, 150.00 feet to the corner common to Sections 13, 14, 23, and 24, said corner being the Point of Beginning.

Prepared by Vierbicher using Village of Brokaw and City of Wausau recorded boundary information.

Exhibit C: Initial Attachment Area

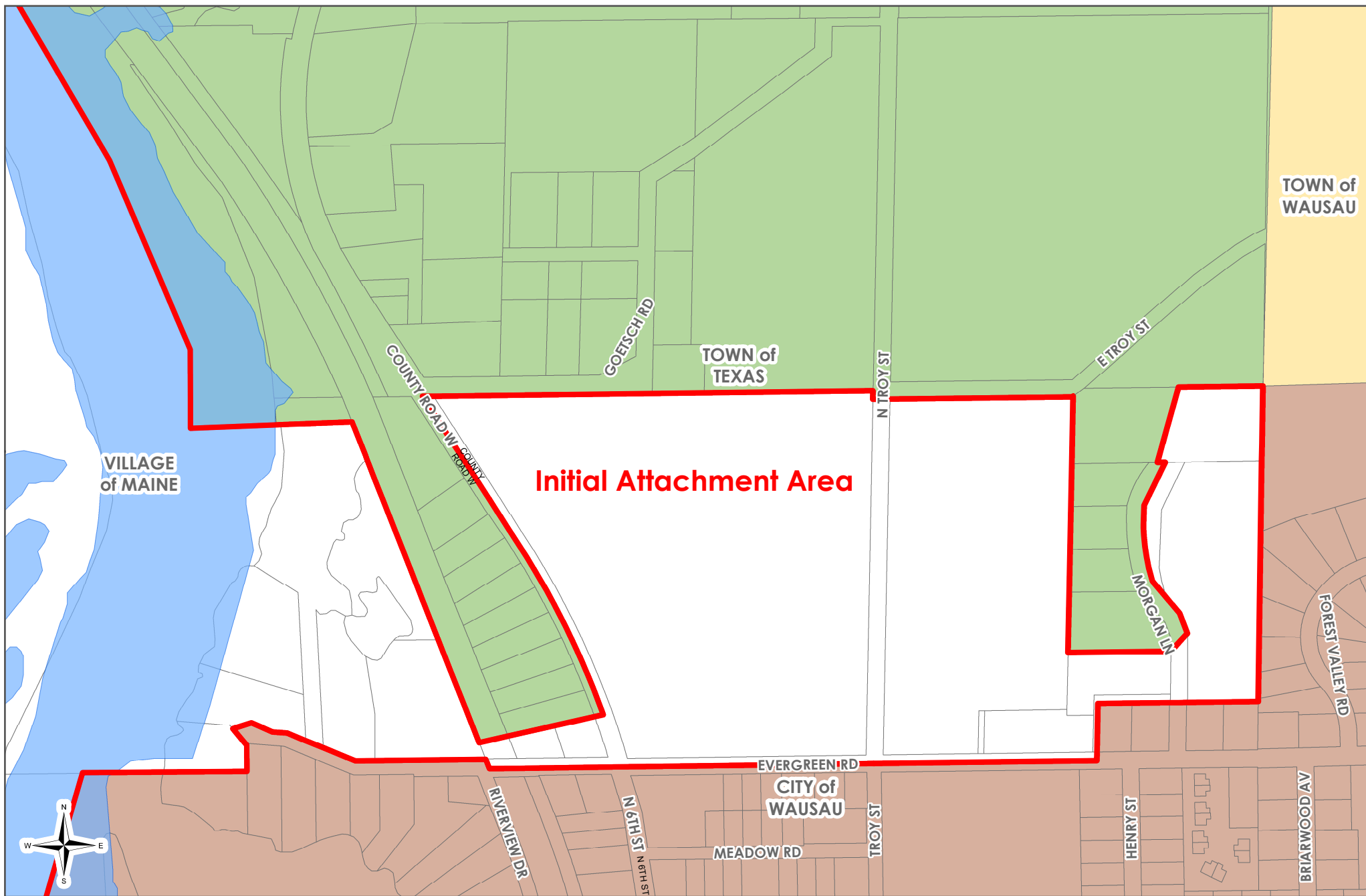


Exhibit C: Initial Attachment Area

0 0.0475 0.095 0.19
Miles

Proposed Village Boundary

Exhibit C - Initial Attachment Area: Page 2

vierbicher
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REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

Initial Attachment Area - Parcels (Texas)

Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Muni	State	Zip
391229070GL0011200	520 EVERGREEN LLC		4030 CRESTWOOD DR	WAUSAU	WI	54403
391229070GL0010600	520 EVERGREEN LLC		4030 CRESTWOOD DR	WAUSAU	WI	54403
391229070160110000	BRAD A BLIESE	ANISSA L BLIESE	T4612 MORGAN LN	WAUSAU	WI	54403
391229070160070000	CAROL J SLIWICKI		1302 EVERGREEN RD	WAUSAU	WI	54403
391229070160010000	DAVID KUTIL	DONNA KUTIL	T1158 EVERGREEN RD	WAUSAU	WI	54403
391229070160130000	GTE NORTH INC		PO BOX 407	WESTFIELD	IN	46074
390500000000030000	JAS ENTERPRISES LLC		T5450 N TROY ST	WAUSAU	WI	54403
391229070GL0010800	JEFFERY PLAUTZ	BRENDA S PLAUTZ	T500 EVERGREEN RD	WAUSAU	WI	54403
391229070GL0011300	JEFFREY J PLAUTZ	BRENDA S PLAUTZ	T500 EVERGREEN RD	WAUSAU	WI	54403
391229070GL0011400	JEFFREY J PLAUTZ	BRENDA S PLAUTZ	T500 EVERGREEN RD	WAUSAU	WI	54403
391229070160160000	JOHN MORGAN		(TITLED TO LAST OWNER OF RECORD)			
391229070GL0011500	KAY C DINS		2402 EMERSON ST	WAUSAU	WI	54403
391229070160150000	RANDALL S WEINKAUF		T17000 COUNTY ROAD W	MERRILL	WI	54452
391229070150000000	RESLAWN MEMORIAL PARK		383 WILLIAMSTONE	DELAFIELD	WI	53018
391229070160120000	RESLAWN MEMORIAL PARK		383 WILLIAMSTONE	DELAFIELD	WI	53018
390500000000010000	STANLEY J BUDLESKI	CONNIE L BUDLESKI	2215 SCHOFIELD AVE	SCHOFIELD	WI	54476
391229070160170000	TOWN OF TEXAS	LORRAINE BEYERSDORFF	T11111 N 73RD ST	WAUSAU	WI	54403
391229070GL0010900	WOODCRAFT RENEW KITCHEN		T510 EVERGREEN RD	WAUSAU	WI	54403

Exhibit D: Intermediate and Final Attachment Areas

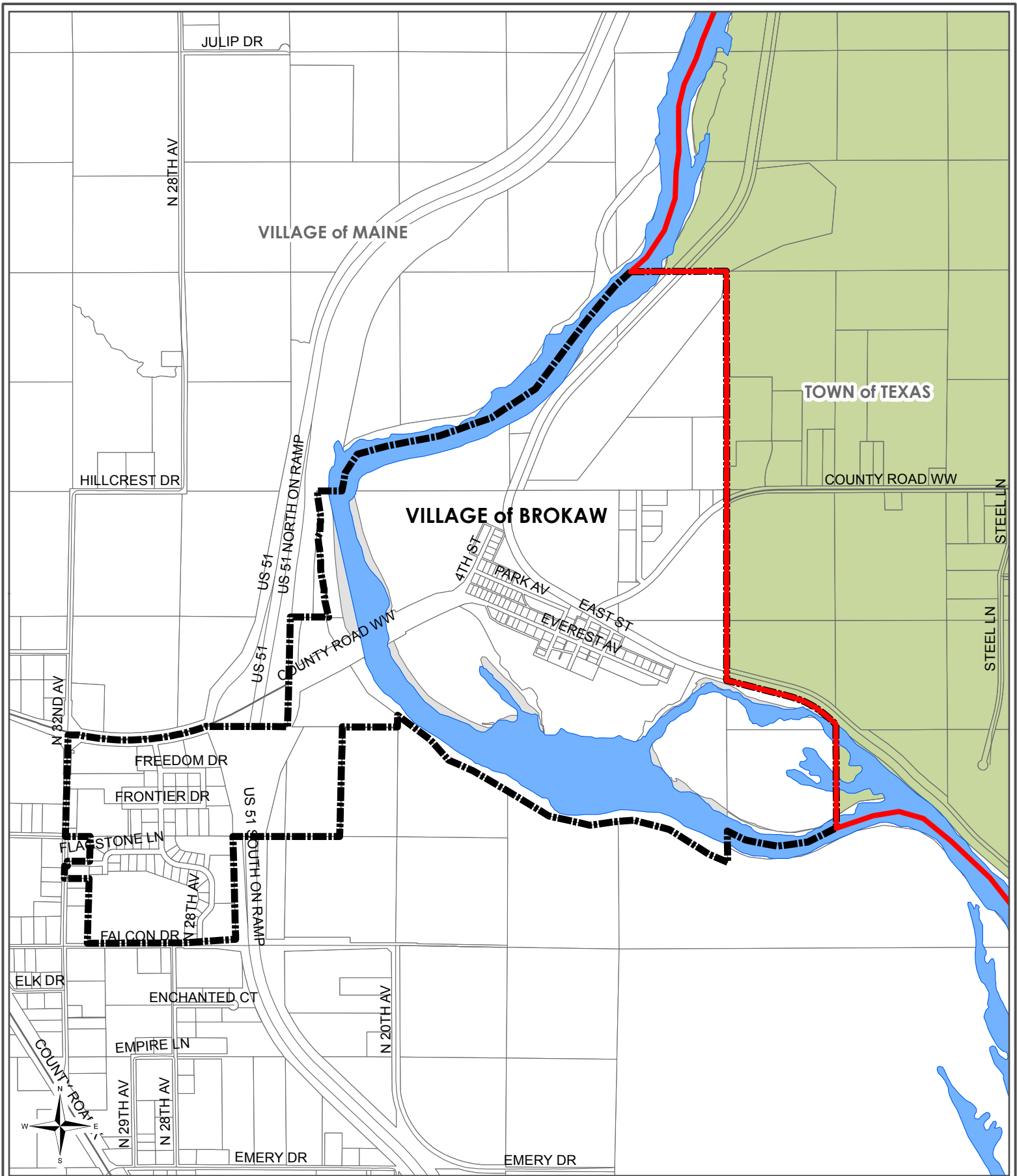


Exhibit D: Intermediate and Final Attachment Area

Proposed Village Boundary

Intermediate and Final Attachment Area

Exhibit D - Brokaw Intermediate And Final Attachment Areas: Page 2

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REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
453530070GL0060200	EXPERA BROKAW LLC		PO BOX 600		KAUKAUNA	WI	54130
453530070GL0060300	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
453430070GL0020300	EXPERA BROKAW LLC		PO BOX 600		KAUKAUNA	WI	54130
453530070000000000	WISCONSIN CENTRAL LTD	ATTN REAL ESTATE DEPT	17641 S ASHLAND AVE		HOMEWOOD	IL	60430
453430070GL0020500	EXPERA BROKAW LLC		PO BOX 600		KAUKAUNA	WI	54130
453430070000000000	WISCONSIN CENTRAL LTD	ATTN REAL ESTATE DEPT	17641 S ASHLAND AVE		HOMEWOOD	IL	60430
453530070110010000	RITA M MARTHALER		PO BOX 105		BROKAW	WI	54417
453430070GL0020700	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
453430070GL0030100	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
453430070GL0020600	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450229070060030000	RITA M MARTHALER		PO BOX 105		BROKAW	WI	54417
450229070060090000	TERRY L KELB		PO BOX 146		BROKAW	WI	54417
450229070060010000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450229070060070000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450229070060050000	RANDALL M THORN		606 LINCOLN AVE		WAUSAU	WI	54403
450329070010000000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450329070000000000	WISCONSIN CENTRAL LTD	ATTN REAL ESTATE DEPT	17641 S ASHLAND AVE		HOMEWOOD	IL	60430
450329070GL0050000	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450329070GL0060000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450229070060000000	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450229070060060000	HENRY WOJCIECHOWSKI		4804 RIDGE POINT CIR		WESTON	WI	54476
450229070060100000	SIGURD B JOHNSON	SIGNE L JOHNSON				WI	
450500000100010000	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450229070060080000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000010120000	LISA A JAEGER		438 4TH ST		BROKAW	WI	54417
450229070060040000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000010110000	LISA A JAEGER		438 4TH ST		BROKAW	WI	54417
4505000000L00B0000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010100000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010090000	CREATIVE HOME FINANCE II		111 SCOTT ST		WAUSAU	WI	54403
450500000010080000	STANLEY BLAREK		432 4TH ST	PO BOX 63	BROKAW	WI	54417

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450500000010010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010020000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010030000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450329070GL0010000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450500000010040000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010050000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000010060000	JOAN J UTECHT		512 PARK AVE	PO BOX 50	BROKAW	WI	54417
450500000010070000	GREGORY GLOVINSKI	JENNIFER J GLOVINSKI	510 PARK AVE		BROKAW	WI	54417
450500000020010000	BRAD R WIRT		521 PARK AVE	PO BOX 10	BROKAW	WI	54417
450500000020020000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020030000	JEFFREY P WEISENBERGER		517 PARK AVE	PO BOX 34	BROKAW	WI	54417
450500000020040000	WAYNE H DETTMERING		515 PARK AVE	PO BOX 48	BROKAW	WI	54417
450229070060010000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000020050000	GERALD L JOSIGER SR	MARJORIE A JOSIGER	511 PARK AVE	PO BOX 81	BROKAW	WI	54417
450229070060020000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000020060000	PATRICK WIMMER	SHARON WIMMER	509 PARK AVE		BROKAW	WI	54417
450500000020260000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020250000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020070000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020240000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020080000	DAVID WIMMER		505 PARK AVE	PO BOX 71	BROKAW	WI	54417
450500000020230000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020090000	DAVID WIMMER		PO BOX 71		BROKAW	WI	54417
450500000020220000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020100000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020210000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
4505000000OL00A0000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
4505000000OL00A0000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450500000020200000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020190000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020180000	ANDREW M JIMENEZ	LINDSAY M JIMENEZ	414 EVEREST AVE		BROKAW	WI	54417

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450500000020170000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450229070GL0040300	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
4503290700100000000	MARATHON COUNTY		500 FOREST ST		WAUSAU	WI	54403
450500000020160000	ROGER JUEDES		410 EVEREST AVE	PO BOX 29	BROKAW	WI	54417
450500000030010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090010000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450329070GL0040400	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450500000020150000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020140000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090020000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000OL00B0000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000020130000	JOHN J STEELE		PO BOX 43		BROKAW	WI	54417
450500000090030000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000090040000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000020120000	PDG ENTERPRISES INC		M133 PENNY CT		MARSHFIELD	WI	54449
450500000030020000	TRACY L NIMZ		T895 GRANITE HEIGHTS RD		WAUSAU	WI	54403
450329070GL0070000	STATE OF WISCONSIN						00000
450329070GL0070300	3M COMPANY		3M CENTER BLDG 224-5N-06		ST PAUL	MN	55144
450500000030040100	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090050000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000020110000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090060000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450229070GL0040600	MATHY CONSTRUCTION CO		920 10TH AVE N		ONALASKA	WI	54650
450500000040010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
4502290700000000000	WISCONSIN CENTRAL LTD	ATTN REAL ESTATE DEPT	17641 S ASHLAND AVE		HOMEWOOD	IL	60430
450500000090070000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000030030000	BROKAW CREDIT UNION		PO BOX 199		WESTON	WI	54476
450500000030040000	BROKAW CREDIT UNION		PO BOX 199		WESTON	WI	54476
450500000040080000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000040020000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090080000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450500000090090000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000040070000	PDG ENTERPRISES INC		M133 PENNY CT		MARSHFIELD	WI	54449
450500000040030000	JANE HILDEBRANDT		204 2ND ST		BROKAW	WI	54417
450500000050010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450229070GL0040200	VILLAGE OF BROKAW		PO BOX 108		BROKAW	WI	54417
450500000040060000	HENRY M FRANK	RUTHELLE R FRANK	PO BOX 115		BROKAW	WI	54417
450500000080010000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000050020000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000040040000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000090100000	WAYNE UTECHT		311 3RD ST	PO BOX 108	BROKAW	WI	54417
450500000080070000	RAY HILDEBRANDT		215 2ND ST	PO BOX 30	BROKAW	WI	54417
450500000040050000	HENRY M FRANK	RUTHELLE R FRANK	PO BOX 115		BROKAW	WI	54417
450500000080020000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000050030000	JAMES SONNENTAG		114 EVEREST AVE	PO BOX 55	BROKAW	WI	54417
450500000070010000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000050040000	JAMES S SONNENTAG		114 EVEREST AVE	PO BOX 55	BROKAW	WI	54417
450500000090110000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000080030000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000070040000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000050050000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000070020000	VALLEY I T LLC		362 COUNTY ROAD F		ATHENS	WI	54411
450500000050070000	RICHARD GREMLER	PEGGY GREMLER	108 EVEREST AVE	PO BOX 84	BROKAW	WI	54417
450500000070030000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
450500000060000000	BROKAW HOLDINGS LLC		14520 PIONEER RD		NEWTON	WI	53063
4505000000L00C0000	BROKAW HOLDINGS LLC	(OFFICE SITE)	14520 PIONEER RD		NEWTON	WI	53063
450329070GL0070400	3M COMPANY		3M CENTER BLDG 224-5N-06		ST PAUL	MN	55144
450500000050080000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000050090000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450500000050100000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403
450329070GL0070000	STATE OF WISCONSIN						00000
450500000050110000	CREATIVE HOME FINANCE		111 SCOTT ST		WAUSAU	WI	54403

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450229070080020000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450229070GL0040500	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450229070080020000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450329070090020000	JOSHUA J WANISH	APRIL M WANISH	3913 STACEY CIR		WAUSAU	WI	54403
450229070GL0030000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450250000000020000	ANYTIME SELF STORAGE LLC		1705 WOODLAND RIDGE RD		WAUSAU	WI	54403
450250000000010000	RAJKUMAR BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
4502500000000190000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102
4502500000000180000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102
450429070130040000	DOUG L WEINKAUF	DIXIE L WEINKAUF	3837 N 6TH ST		WAUSAU	WI	54403
4502500000000170000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102
450329070100030000	WISCONSIN DEPARTMENT OF	TRANSPORTATION	1681 S 2ND AVE		WISC RAPIDS	WI	54499
450250000000030000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
450229070GL0050000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
450329070GL0020000	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
4502500000000200000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102
4502500000000140000	JASON J POLLEY		PO BOX 531		WAUSAU	WI	54402
4502500000000150000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
4502500000000160000	ATA PROPERTIES LLC		203 UNITED WAY		FREDERIC	WI	54837
4502510000000230000	ARMY CORPS ENGINEERS	UNITED STATES OF AMERICA	106 S 15TH ST		OMAHA	NE	68102
450250000000040000	MW AQUISITIONS LLC		5555 N 26TH AVE		WAUSAU	WI	54401
4502500000000130000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
4502500000000120000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
450429070130100000	SPUTZDO LLC		505 N 24TH ST		WAUSAU	WI	54403
450429070130060000	K-Z PROPERTIES LLC		5500 N 28TH AVE		WAUSAU	WI	54401
4502500000000220000	HEARTLAND COOPERATIVE	SERVICES	100 PARKSIDE DR		DORCHESTER	WI	54425
4502510000000240000	HEARTLAND COOPERATIVE	SERVICES	100 PARKSIDE DR		DORCHESTER	WI	54425
4502500000000050000	BEAVER BOODLERS LLC		2102 EAGLE VALLEY LN		WAUSAU	WI	54403
4502500000000060000	BEAVER BOODLERS LLC		2102 EAGLE VALLEY LN		WAUSAU	WI	54403
4502500000000070000	RAJ BHANDARI		1205 E 14TH ST		MERRILL	WI	54452
4502500000000080000	WILLIAM G YACH	SHARON L YACH	3503 BOB O LINK AVE		WAUSAU	WI	54401

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450250000000090000	LOEWS PROPERTIES LLC		5305 SPRINGBROOK DR		WAUSAU	WI	54401
450429070130090000	M LUKAS CO	ATTN: JOHN LUKASHEWICH	1301 BADGER RD		KAUKAUNA	WI	54130
450429070130070000	DAVID K MOORE		633 S 3RD AVE		WAUSAU	WI	54401
450429070130140000	DOUG L WEINKAUF	DIXIE L WEINKAUF	3837 N 6TH ST		WAUSAU	WI	54403
450250000000100000	ALLAN D GABOR	KELLEY A GABOR	431 N 7TH AVE		WAUSAU	WI	54401
450250000000110000	DOUG L WEINKAUF	DIXIE L WEINKAUF	3837 N 6TH ST		WAUSAU	WI	54403
450429070130150000	VILLAGE OF BROKAW		PO BOX 108		BROKAW	WI	54417
450300000000140100	CAROL J KINDSCHY	CARROLL P KINDSCHY	5383 N 28TH AVE		WAUSAU	WI	54401
450300000000OL0100	VILLAGE OF BROKAW		PO BOX 108		BROKAW	WI	54417
450300000000130000	ROGER L BUCHBERGER		5362 N 28TH AVE		WAUSAU	WI	54401
450305000000330000	BENJAMIN L LODAHL	MIA A LODAHL	2883 FLAGSTONE LN		WAUSAU	WI	54401
450305000000320000	GARY MROZCZENSKI	ANN MROZCZENSKI	2911 FLAGSTONE LN		WAUSAU	WI	54401
450305000000310000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450305000000300000	DANIEL J MANOWSKI	KAREN K MANOWSKI	2967 FLAGSTONE LN		WAUSAU	WI	54401
450305000000290000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450305000000280000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450305000000270000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450300000000160100	DANIEL G LA MARCHE	KATHRYN A LA MARCHE	5317 N 28TH AVE		WAUSAU	WI	54401
450300000000170100	CASEY NEUMAN	RACHEL NEUMAN	5287 N 28TH AVE		WAUSAU	WI	54401
450300000000180100	JAMES M WADZINSKI	SUSAN M WADZINSKI	5257 N 28TH AVE		WAUSAU	WI	54401
450300000000190000	TODD P WILL	MOLLY M WILL	5227 N 28TH AVE		WAUSAU	WI	54401
450300000000200000	JOSHUA M KOEHLER	EMILY K KOEHLER	5197 N 28TH AVE		WAUSAU	WI	54401
450305000000400000	JOHN A BORTH	ANGELA M BORTH	2880 FLAGSTONE LN		WAUSAU	WI	54401
450305000000390000	ADAM G DYKMAN	AMY L DYKMAN	2910 FLAGSTONE LN		WAUSAU	WI	54401
450300000000120000	JUSTIN J HAUPT		2850 FLAGSTONE LN		WAUSAU	WI	54401
450305000000380000	MATTHEW M DEFFNER		2940 FLAGSTONE LN		WAUSAU	WI	54401
450305000000370000	MARGARET A OVEL		2970 FLAGSTONE LN		WAUSAU	WI	54401
450305000000350000	WILLIAM L BURISH	DAWN R BURISH	2990 FLAGSTONE LN		WAUSAU	WI	54401
450300000000210100	WILLIAM C DIECK	DARLENE E DIECK	806 S 48TH AVE		WAUSAU	WI	54401
450300000000110000	ZACHARY J SWITLICK		5302 N 28TH AVE		WAUSAU	WI	54401
450305000000360000	JAMES PARSONS		5303 N 30TH AVE		WAUSAU	WI	54401

Intermediate Attachment Area - Parcels (Brokaw)							
Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
450429070160030000	DIANE M ZUELKE		5301 N 32ND AVE		WAUSAU	WI	54401
450300000000100000	ROBERT W BAUMANN	MARY JANE BAUMANN	5272 N 28TH AVE		WAUSAU	WI	54401
450305000000340000	YER THAO XIONG		5300 N 30TH AVE		WAUSAU	WI	54401
450300000000090000	GREGORY S WEGNER	BEVERLY A WEGNER	5242 N 28TH AVE		WAUSAU	WI	54401
450300000000080000	JOHN L RAKOW	SUSAN M RAKOW	5212 N 28TH AVE		WAUSAU	WI	54401
450300000000070000	RANDALL S KARLEN	KIM M KARLEN	5192 N 28TH AVE		WAUSAU	WI	54401
450429070160020000	VILLAGE OF BROKAW		423 EVEREST ST		BROKAW	WI	54417
450300000000060000	KURT M SCHULTZ	CARRIE A SCHULTZ	5152 N 28TH AVE		WAUSAU	WI	54401
450300000000050000	GWEN M KIEFFER		5122 N 28TH AVE		WAUSAU	WI	54401
450300000000040000	DANIEL T SULLIVAN	POLLY A SULLIVAN	5092 N 28TH AVE	P O BOX 152	BROKAW	WI	54417
450300000000240100	WILLIAM C DIECK	DARLENE E DIECK	806 S 48TH AVE		WAUSAU	WI	54401
450300000000030000	KELLY J THOMSEN		5062 N 28TH AVE		WAUSAU	WI	54401
450300000000020000	DAVID A HEIDMANN	LU ANNE E HEIDMANN	5032 N 28TH AVE		WAUSAU	WI	54401
450300000000010000	BEVELY A STURM		5002 N 28TH AVE		WAUSAU	WI	54401

Exhibit E: Long-Term Attachment Area

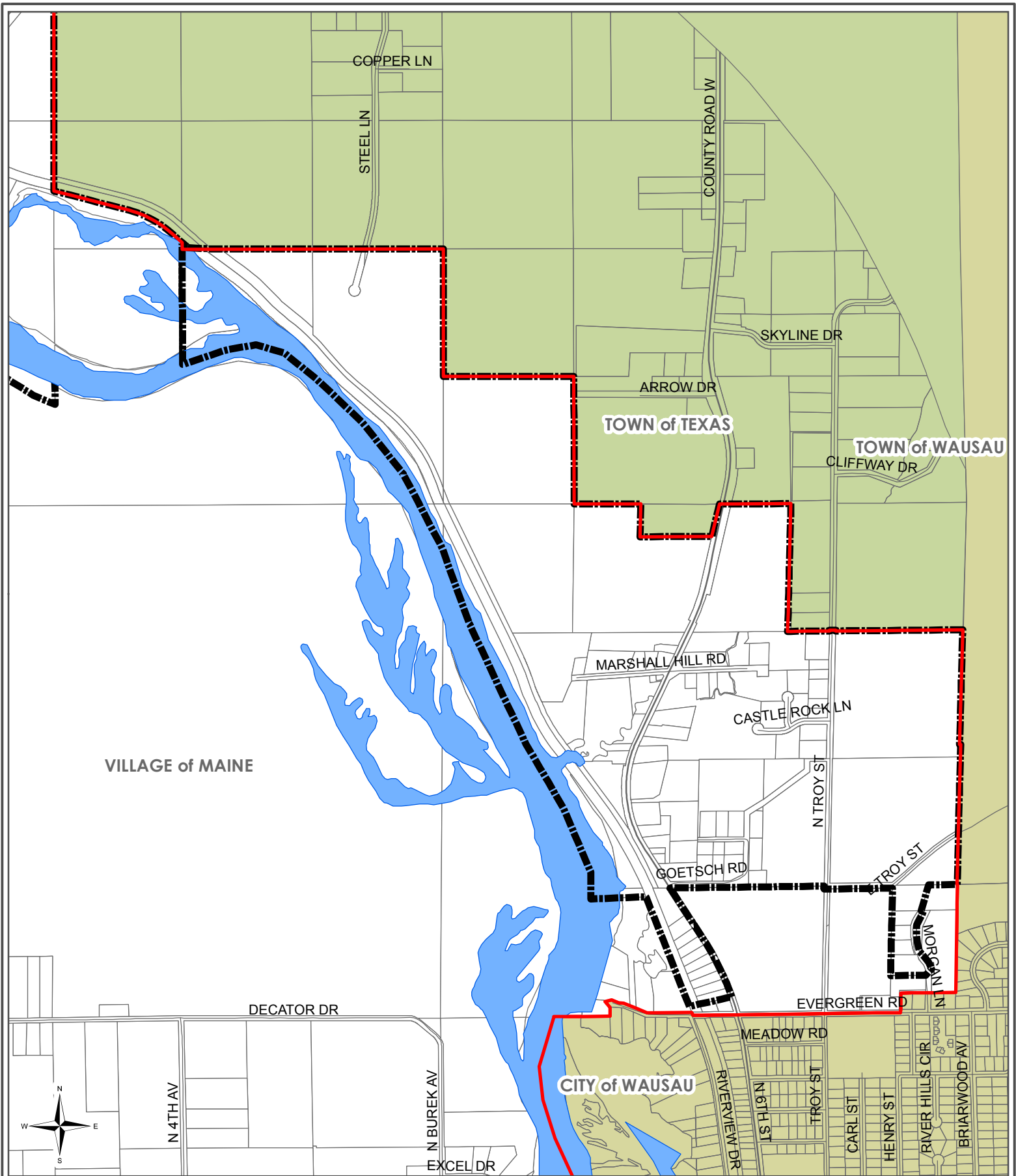


Exhibit E: Long-Term Attachment Area

Long-Term Attachment Area



vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

Exhibit E - Long-Term Attachment Area: Page 2

Long Term Attachment Area - Parcels (Texas)

Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
7829070130993	WISCONSIN PUBLIC SERVICE						0
7829070130994	PAUL HSU CHONG-CHENG		T6819 COUNTY ROAD W		WAUSAU	WI	54403
7829070250990	DALE LINDWALL	MARIE LINDWALL	T7000 STEEL LN		WAUSAU	WI	54403
7829070250991	WAUSAU PAPER CORP		100 PAPER PLACE		MOSINEE	WI	54455
7829070250998	DALE A LINDWALL	MARIE L LINDWALL	T7000 STEEL LN		WAUSAU	WI	54403
7829071200999	C M ST P & P R R CO	ATTN REAL ESTATE DEPT	17641 S ASHLAND AVE		HOMEWOOD	IL	60430
7829071210017	JOHN F AHRENS		1655 KELLAR DR		MERRILL	WI	54452
7829071210018	JOHN F AHRENS		1655 KELLAR DR	PO BOX 63	MERRILL	WI	54452
7829071210019	JOSHUA STUMPNER	JILL STUMPNER	T5450 N TROY ST		WAUSAU	WI	54403
7829071210021	JEFF NEAL GEERAERTS	JEANNE M GEERAERTS	309 W LAJOLLA		TEMPE	AZ	85282
7829071210022	JEFF NEAL GEERAERTS	JEANNE M GEERAERTS	309 W LAJOLLA		TEMPE	AZ	85282
7829071210028	GERALD J MILLER	DEBRA A MILLER	T932 MARSHALL HILL RD		WAUSAU	WI	54403
7829071210030	ALAN J WEISENBECK		T894 MARSHALL HILL RD		WAUSAU	WI	54403
7829071210032	GARY M KMIECIK	DEBORAH L KMIECIK	T5584 N TROY ST		WAUSAU	WI	54403
7829071210035	BENJAMIN S GILLE	KRISTIN S GILLE	605 ROSS AVE		WAUSAU	WI	54403
7829071210036	BENJAMIN S GILLE	KRISTIN S GILLE	605 ROSS AVE		WAUSAU	WI	54403
7829071210037	LEON BRZEZINSKI	KAREN BRZEZINSKI	T977 CASTLE ROCK LN		WAUSAU	WI	54403
7829071210039	DEAN M URMANSKI	SHELLY M URMANSKI	T930 CASTLE ROCK LN		WAUSAU	WI	54403
7829071210041	NATHAN D PORATH	ANGELA M PORATH	T980 MARSHALL HILL RD		WAUSAU	WI	54403
7829071210042	JOEL T HYNES	ELIZABETH YC HYNES	424 N 5TH AVE		WAUSAU	WI	54401
7829071210043	JAMES E BEESE	BARBARA O BEESE	T5325 BLUE ROCK CT		WAUSAU	WI	54403
7829071210044	DANIEL A MERKEL	HEIDI C MERKEL	T905 CASTLE ROCK LN		WAUSAU	WI	54403
7829071210045	DANIEL J KRALL	JENNIFER T KRALL	T9376 N 33RD ST		WAUSAU	WI	54403
7829071210989	PAUL A FALKOWSKI	C/O GAIL HARDER	T860 SKYLINE DR		WAUSAU	WI	54403
7829071210990	RICKY J ULLENBRAUCK		T12472 COUNTY ROAD W		WAUSAU	WI	54403
7829071210991	RESTLAWN MEMORIAL PARK		383 WILLIAMSTONE		DELAFIELD	WI	53018
7829071210992	THOMAS M MAGNUSON	SANDRA L MAGNUSON	T830 MARSHALL HILL RD		WAUSAU	WI	54403
7829071210993	EDWARD ZINSER	FAITH R ZINSER	T760 MARSHALL HILL RD		WAUSAU	WI	54403
7829071210994	ARVO R BRITTEN	NELDA M HETTINGA	T795 MARSHALL HILL RD		WAUSAU	WI	54403
7829071210998	TRACY D NANCE		2970 SHETLAND LN		MONTGOMERY	IL	60538
7829071220999	MARTIN WISCHMEYER	BEVERLY WISCHMEYER	T5842 COUNTY ROAD W		WAUSAU	WI	54403

Long Term Attachment Area - Parcels (Texas)

Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
7829071240970	JEFF SCHLATTERER	MARY SCHLATTERER	T1237 E TROY ST		WAUSAU	WI	54403
7829071240973	BRAD A BLIESE	ANISSA L BLIESE	T4612 MORGAN LN		WAUSAU	WI	54403
7829071240974	PATRICK R SCHWARTZ	SHEILA R SCHWARTZ	T4762 MORGAN LN		WAUSAU	WI	54403
7829071240975	PAUL A DAIGLE	PAMELA L DAIGLE	T4862 MORGAN LN		WAUSAU	WI	54403
7829071240976	STEVEN WADE	LAURIE WADE	T4672 MORGAN LN		WAUSAU	WI	54403
7829071240982	BRAD A BLIESE	ANISSA L BLIESE	T4612 MORGAN LN	PO BOX 108	WAUSAU	WI	54403
7829071240985	BARBARA L MADDEN		T841 GOETSCH RD		WAUSAU	WI	54403
7829071240986	BARBARA L MADDEN		T841 GOETSCH RD		WAUSAU	WI	54403
7829071240987	MARK B FOTH	AMY E FOTH	T861 GOETSCH RD		WAUSAU	WI	54403
7829071240988	DAVID H MUELLER	ANN L MUELLER	T862 GOETSCH RD		WAUSAU	WI	54403
7829071240989	RUTH R HENKELMAN		T851 GOETSCH RD		WAUSAU	WI	54403
7829071240990	NORMAN FOTH		T830 GOETSCH RD		WAUSAU	WI	54403
7829071240991	RICHARD BLUS	DONNA K BLUS	T821 GOETSCH RD		WAUSAU	WI	54403
7829071240992	MARK B FOTH	AMY E FOTH	T861 GOETSCH RD		WAUSAU	WI	54403
7829071240993	MARK B FOTH	AMY E FOTH	T861 GOETSCH RD		WAUSAU	WI	54403
7829071240994	NANCY BECKER		T800 GOETSCH RD		WAUSAU	WI	54403
7829071240995	GARY L STEFFEN	CHERYL R STEFFEN	T837 GOETSCH RD		WAUSAU	WI	54403
7829071240996	MELVIN H THORP SR	SANDRA M THORP	T790 GOETSCH RD		WAUSAU	WI	54403
7829071240997	DAVID A KEMPF	DEBRA J KEMPF	T863 GOETSCH RD		WAUSAU	WI	54403
7829071240997	DAVID A KEMPF	DEBRA J KEMPF	T863 GOETSCH RD		WAUSAU	WI	54403
7829071240998	RESLAWN MEMORIAL PARK		383 WILLIAMSTONE		DELAFIELD	WI	53018
7829071240998	RESLAWN MEMORIAL PARK		383 WILLIAMSTONE		DELAFIELD	WI	53018
7829071240999	RESLAWN MEMORIAL PARK		383 WILLIAMSTONE		DELAFIELD	WI	53018
7829071240999	RESLAWN MEMORIAL PARK		383 WILLIAMSTONE		DELAFIELD	WI	53018
7829071250003	THOMAS D CLOUTIER	JANE M CLOUTIER	T4404 COUNTY ROAD W		WAUSAU	WI	54403
7829071250004	BRADLEY BAUMANN	BARBARA BAUMANN	T4406 COUNTY ROAD W	PO BOX 55	WAUSAU	WI	54403
7829071250005	CHRISTINE MARTHALER		T4408 COUNTY ROAD W		WAUSAU	WI	54403
7829071250006	CLAIR E OSTROWSKI	JEANETTE K OSTROWSKI	T4660 TOWNHALL RD	PO BOX 30	WAUSAU	WI	54403
7829071250007	GORDON P POPKO	SANDRA L POPKO	4111 HILLTOP RD		WAUSAU	WI	54403
7829071250008	ALAN J WEISENBECK		T894 MARSHALL HILL RD		WAUSAU	WI	54403
7829071250009	ALAN J WEISENBECK		T894 MARSHALL HILL RD		WAUSAU	WI	54403

Long Term Attachment Area - Parcels (Texas)

Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
7829071250940	BRIAN LUEDTKE PROPERTIES	LLC	PO BOX 27		ROTHSCHILD	WI	54474
7829071250941	MICHAEL G DUGINSKE	ALICE L DUGINSKE	T5094 COUNTY ROAD W	PO BOX 29	WAUSAU	WI	54403
7829071250943	BREUSCHEFF FAMILY TRUST	DORIS M SCHEFFLER	T5043 COUNTY ROAD W		WAUSAU	WI	54403
7829071250944	VERNON M MCGIVERN	SHEILA G MCGIVERN	T5205 COUNTY ROAD W		WAUSAU	WI	54403
7829071250953	DONALD K HILDEBRANDT	KIM M HILDEBRANDT	T5743 COUNTY ROAD W		WAUSAU	WI	54403
7829071250958	WISCONSIN PUBLIC SERVICE						0
7829071250959	ROBERT ERIKSEN	LYNNE WEBSTER ERIKSEN	T559 MARSHALL HILL RD		WAUSAU	WI	54403
7829071250960	JAMES E LENTZ		T5398 COUNTY ROAD W	PO BOX 34	WAUSAU	WI	54403
7829071250961	MARTIN E KRAHN	COLETTE A KRAHN	T5365 COUNTY ROAD W		WAUSAU	WI	54403
7829071250962	CHRISTINE L EMERSON	ROY L EMERSON	T5235 COUNTY ROAD W		WAUSAU	WI	54403
7829071250963	DONALD H HAGEDORN	DIANE E HAGEDORN	T755 MARSHALL HILL RD	PO BOX 50	WAUSAU	WI	54403
7829071250965	DANIEL STENSON	VIRGINIA STENSON	T775 MARSHALL HILL RD		WAUSAU	WI	54403
7829071250967	THOMAS C MCGESHICK	LINNEA L UNGLAUB	T5321 COUNTY ROAD W		WAUSAU	WI	54403
7829071250968	MARY L SEUBERT		1519 3RD AVE		COLOMA	WI	54930
7829071250969	PHYLLIS A JOSIGER		T5276 COUNTY ROAD W	PO BOX 71	WAUSAU	WI	54403
7829071250970	LEROY T SCHOEPKE	DEBRA A SCHOEPKE	T5640 COUNTY ROAD W		WAUSAU	WI	54403
7829071250971	BRADLEY M TONKIN	ALISON R TONKIN	T626 MARSHALL HILL RD		WAUSAU	WI	54403
7829071250972	DONALD L MATTICE	VIRGINE MATTICE	T5744 COUNTY ROAD W		WAUSAU	WI	54403
7829071250973	CHRIS J GRITZMACHER	MARY JO GRITZMACHER	T674 W MARSHALL HILL RD		WAUSAU	WI	54403
7829071250974	ADELINE E KRAUSE		4001 STEWART AVE		WAUSAU	WI	54401
7829071250975	CHRISTOPHER J JENSEN		T718 MARSHALL HILL RD		WAUSAU	WI	54403
7829071250976	VIRGIL KASYS	#392	2935 S FISH HATCHERY RD		MADISON	WI	53711
7829071250977	DAVID E RADUECHEL		T5532 COUNTY ROAD W		WAUSAU	WI	54403
7829071250978	ROGER H KNISS	MARGARET A KNISS	T568 MARSHALL HILL RD		WAUSAU	WI	54403
7829071250979	ROBERT ERIKSEN	LYNNE WEBSTER	T559 MARSHALL HILL RD	PO BOX 81	WAUSAU	WI	54403
7829071250980	ROBERT ERIKSEN	LYNNE ERIKSEN	T559 MARSHALL HILL RD		WAUSAU	WI	54403
7829071250981	THOMAS E LENTZ		T5398 COUNTY ROAD W	PO BOX 10	WAUSAU	WI	54403
7829071250981	THOMAS E LENTZ		T5398 COUNTY ROAD W	PO BOX 48	WAUSAU	WI	54403
7829071250984	JAMES J WURSTER	DEBRA L WURSTER	T866 GOETSCH RD		WAUSAU	WI	54403
7829071250986	BREUSCHEFF FAMILY TRUST	DORIS M SCHEFFLER	T5043 COUNTY ROAD W		WAUSAU	WI	54403
7829071250987	THOMAS W FUHRMAN SR	GLORIA J FUHRMAN	3709 N 6TH ST		WAUSAU	WI	54403

Long Term Attachment Area - Parcels (Texas)

Parcel Number	Mail Address 1	Mail Address 2	Mail Address 3	Mail Address 4	Muni	State	Zip
7829071250988	BRIAN J MADDEN		T4895 COUNTY ROAD W		WAUSAU	WI	54403
7829071250989	TOWN OF TEXAS		T 4510 RIVER HILL RD		WAUSAU	WI	54403
7829071250990	CHARLES T CUNNINGHAM JR	MARSHA M CUNNINGHAM	T4973 COUNTY ROAD W		WAUSAU	WI	54403
7829071250992	TIMOTHY D BRATZ	ANGELA L BRATZ	T760 GOETSCH RD		WAUSAU	WI	54403
7829071250993	CHARLES T CUNNINGHAM JR	MARSHA M CUNNINGHAM	T4973 COUNTY ROAD W		WAUSAU	WI	54403
7829071250994	MICHAEL T TULISAARI	SALLY B TULISAARI	T865 GOETSCH RD		WAUSAU	WI	54403
7829071250995	THOMAS G WILLIAMS		N11228 MUD LAKE RD		TOMAHAWK	WI	54487
7829071250996	ALAN J WEISENBECK		T894 MARSHALL HILL RD		WAUSAU	WI	54403
7829071250997	TOWN OF TEXAS		T 4510 RIVER HILLS RD		WAUSAU	WI	54403
7829071250998	RAYMOND A ROGERS	CHERYL J ROGERS	T4714 COUNTY ROAD W		WAUSAU	WI	54403

Exhibit F: Initial Authorizing Resolutions

RESOLUTION 2015 - 02
RESOLUTION TO COMMENCE NEGOTIATIONS FOR A
COOPERATIVE PLAN PURSUANT TO WIS. STATS. §66.0307
BETWEEN THE VILLAGE OF BROKAW,
TOWN OF MAINE, AND TOWN OF TEXAS

STATE OF WISCONSIN}
TOWN OF MAINE }
MARATHON COUNTY }

WHEREAS, the governing boards of the Village of Brokaw, Town of Texas and Town of Maine, all located in Marathon County (hereinafter the "Municipalities"), have indicated a desire to negotiate a Cooperative Plan between them; and

WHEREAS, the Municipalities recognize the benefits of cooperative planning under Wis. Stats. §66.0307; and

WHEREAS, Wis. Stats. §66.0307 provides for a procedure for the negotiation and approval of a cooperative plan between adjoining municipal entities; and

WHEREAS, the Town Board of the Town of Maine, Marathon County, Wisconsin, desires to commence negotiation of a Cooperative Plan with the Village of Brokaw and the Town of Texas; and

WHEREAS, the Town Board of the Town of Maine is fully committed to the development of a Cooperative Plan even as it undertakes consideration of incorporation of a Town into a Village.

The Town Board of the Town of Maine, Marathon County, Wisconsin, by this Resolution, adopted on proper notice with a quorum and by roll call vote of a majority of the Town Board present and voting, resolves as follows:

WHEREFORE, BE IT RESOLVED, the following Resolution was passed on the 23rd day of September, 2015:

1. The Town Board of the Town of Maine, by this Resolution, formally indicates its desire and intent to commence the procedure specified in Wis. Stats. §66.0307 for completion of a Cooperative Plan with the Village of Brokaw and the Town of Texas.

2. The Town of Maine shall bear all of its costs in the negotiation and completion of the Cooperative Plan, and intends that the Village of Brokaw and the Town of Texas be responsible for each of their respective costs in doing so.

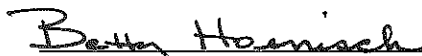
3. The members of the Town Board shall be the parties responsible for negotiating the terms of the Cooperative Plan on behalf of the Town of Maine with the Village of Brokaw and the Town of Texas.

4. The authority given to the Town Board to negotiate and complete a Cooperative Plan with the Village of Brokaw and the Town of Texas shall extend for a period of at least 120 days from the date of passage of this Resolution.

5. The anticipated date for completion and approval of the Cooperative Plan shall be 180 days from the date of passage of this Resolution.

The Town Clerk shall properly post or publish this Resolution as required under §60.80, Wis. Stats and provide notice of this Resolution in writing within five(5) days after adoption to the parties specified pursuant to 66.0307(4)(a).

Adopted this 23rd day of September, 2015, but signed this 23rd day of September, 2015.


Betty Hoenisch, Town Chairperson


Tad Schult, Town Board Supervisor


Keith Rusch, Town Board Supervisor

CERTIFICATION

The undersigned Clerk of the Town of Maine hereby certifies that the foregoing Resolution was passed by the Town Board at its meeting on the 23rd day of September, 2015, but signed this 23RD day of September, 2015.

 (SEAL)
Tina M. Meverden, Clerk

THIS INSTRUMENT DRAFTED BY:
Randy L. Frokjer #1010644
Ament, Wulf, Frokjer & Hersil, S.C.
200 N. Center Ave., Merrill, WI 54452
Ph. #715-536-4511

RESOLUTION NO. 1-2015
TOWN OF TEXAS, MARATHON COUNTY, WISCONSIN
A RESOLUTION TO COMMENCE NEGOTIATIONS FOR A
COOPERATIVE PLAN PURSUANT TO WIS. STATS. §66.0307
BETWEEN THE VILLAGE OF BROKAW,
TOWN OF TEXAS AND TOWN OF MAINE,
MARATHON COUNTY, WISCONSIN

WHEREAS, the municipal board of the Village of Brokaw, Town of Texas and Town of Maine have indicated a desire to negotiate a Cooperative Plan between them; and

WHEREAS, the municipalities recognize the benefits of cooperative planning under Wis. Stats. §66.0307; and

WHEREAS, Wis. Stats. §66.0307 provides for a procedure for the negotiation and approval of a cooperative plan between adjoining municipal entities; and

WHEREAS, the Town Board of the Town Texas, Marathon County, Wisconsin, desires to commence negotiation of a Cooperative Plan with the Village of Brokaw and the Town of Maine.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Town Board of the Town of Texas by this Resolution formally indicates its desire and intent to commence the procedure specified in Wis. Stats. §66.0307 for completion of a Cooperative Plan with the Village of Brokaw and the Town of Maine.
2. The Town of Texas shall bear all of its costs in the negotiation and completion of the Cooperative Plan and intends that the Village of Brokaw and the Town of Maine will be responsible for each of their respective costs in doing so.
3. The members of the Town Board shall be the parties responsible for negotiating the terms of the Cooperative Plan on behalf of the Town of Texas with the Village of Brokaw and the Town of Maine.
4. The authority given to the Town Board to negotiate and complete a Cooperative Plan with the Village of Brokaw and the Town of Maine shall extend for a period of at least 120 days from the date of passage of this Resolution.
5. The anticipated date for completion and approval of the Cooperative Plan shall be 180 days from the date of passage of this Resolution.

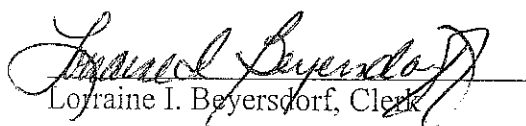
The foregoing Resolution was duly adopted by the Town Board of the Town of Texas by a vote of 3 in favor and 0 against, on this 5th day of October, 2015.

TOWN BOARD, TOWN OF TEXAS

By: 

Matthew P. Bootz, Chairman

ATTEST:


Lorraine I. Beyersdorf, Clerk

**VILLAGE OF BROKAW
RESOLUTION NO. 009-2015**

**A RESOLUTION TO COMMENCE NEGOTIATIONS FOR A
COOPERATIVE PLAN PURSUANT TO WIS. STATS. §66.0307
BETWEEN THE VILLAGE OF BROKAW,
TOWN OF TEXAS AND TOWN OF MAINE
MARATHON COUNTY, WISCONSIN**

WHEREAS, the governing boards of the Village of Brokaw, Town of Texas and Town of Maine, all located in Marathon County, (hereinafter the “Municipalities”) have indicated a desire to negotiate a Cooperative Plan between them; and

WHEREAS, the Municipalities recognize the benefits of cooperative planning under Wis. Stats. §66.0307 which provides for a procedure for the negotiation and approval of a cooperative plan between adjoining municipal entities; and

WHEREAS, the Village Board of the Village of Brokaw, Marathon County, Wisconsin, desires to commence negotiation of a Cooperative Plan with the Town of Texas and the Town of Maine, and

WHEREAS, the Town Board of the Town of Maine has identified that it is fully committed to the development of a Cooperative Plan even as it undertakes consideration of incorporation of the Town into a Village;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Village Board of the Village of Brokaw by this Resolution formally indicates its desire and intent to commence the procedure specified in Wis. Stats. §66.0307 for completion of a Cooperative Plan with the Town of Texas and the Town of Maine.
2. The Village of Brokaw shall bear all of its costs in the negotiation and completion of the Cooperative Plan and intends that the Town of Texas and the Town of Maine will be responsible for each of their respective costs in doing so.
3. The Village Board or its designee shall be the party responsible for negotiating the terms of the Cooperative Plan on behalf of the Village of Brokaw with the Town of Texas and the Town of Maine.
4. The authority given to the Village Board to negotiate and complete a Cooperative Plan with the Town of Texas and the Town of Maine shall extend for a period of at least 120 days from the date of passage of this Resolution.

5. The anticipated date for completion and approval of the Cooperative Plan shall be 180 days from the date of passage of this Resolution.

The foregoing Resolution was duly adopted by the Village Board of the Village of Brokaw by a vote of All in favor and None against, on this 23rd day of September, 2015.

VILLAGE OF BROKAW

By: 

Jeff Weisenberger
Village of Brokaw
President

ATTEST:

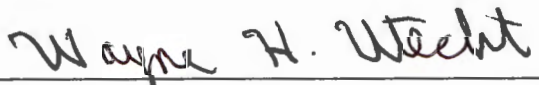

Wayne Utecht
Village of Brokaw
Clerk

Exhibit G: Affidavits Transmitting Authorizing Resolutions

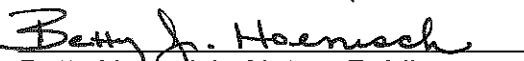
AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
) ss
COUNTY OF MARATHON)

I, Tina M. Meverden, then Town Clerk of the Town of Maine, Marathon County, Wisconsin, being duly sworn under oath, hereby states that on October 7, 2015, I caused to be properly deposited and mailed with the U.S. Postal Service in Wausau, Marathon County, Wisconsin, a true and correct copy of a *Resolution to Commence Negotiations for a Cooperative Plan, pursuant to Wis. Stats. § 66.0307 between the Village of Brokaw, Town of Maine, and Town of Texas*, in compliance with § 66.0307(4)(a), to be delivered to all of the parties on the attached Exhibit "A".


Tina M. Meverden

SUBSCRIBED AND SWORN to before
me this 20th day of January, 2016.


Betty Hoeneich, Notary Public
State of Wisconsin
My Commission expires: June 23, 2017

Wisconsin Department of
Administration, Division of
Intergovernmental Relations
Attn: Ed Eberle, Administrator
101 East Wilson Street
Madison, WI 53703

Wisconsin Department of
Transportation
4802 Sheboygan Avenue
P.O. Box 7999
Madison, WI 53707-7999

Nan Kottke, Clerk
Brad Karger, Administrator
Marathon County Courthouse
500 Forest Street
Wausau, WI 54403

Northcentral Technical College
Lori A. Weyers, Ph.D., President
1000 West Campus Drive
Wausau, WI 54401

Town of Stettin
Marlo Turner, Clerk
12004 Stettin Drive
Marathon, WI 54448

Village of Brokaw
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311 North Third Street
P.O. Box 108
Brokaw, WI 54417

Town of Corning
Rick Hass, Clerk
N1428 Strawberry Lane
Merrill, WI 54452

Wausau School District
Dr. Kathleen Williams,
Superintendent
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Wausau School District
Cassie Peck, Deputy Clerk
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Wisconsin Department of
Natural Resources
101 South Webster Street
P.O. Box 7921
Madison, WI 53707-7921

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Wisconsin Department of
Agriculture, Trade and Consumer
Protection
2811 Agriculture Drive
P.O. Box 8911
Madison, WI 537088911

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P.O. Box 359
Wausau, WI 54402-0359

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13868 Berlin Lane
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Town of Wausau
Cindy Worden, Clerk
5203 N. 69th St.
Wausau, WI 54403

Town of Maine
Tina Meverden, Clerk
6111 North 44th Avenue
Wausau, WI 54401

Town of Pine River
Amanda Herdt, Clerk
N1823 County Road X
Merrill, WI 54452

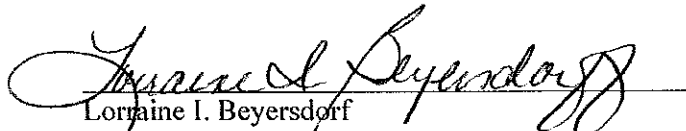
Rib Mountain Sanitary District
Michael Heyroth, Director
Edwin Abendroth, President
5703 Lilac Avenue
Wausau, WI 54401

Yvonne Henning, Board Clerk
905 East Tulip Lane
Wausau, WI 54401

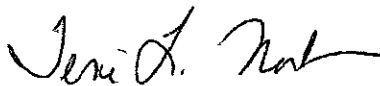
AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
) ss
COUNTY OF MARATHON)

Lorraine I. Beyersdorf, being duly sworn on oath, deposes and states that she is the Town Clerk of the Town of Texas, Marathon County, Wisconsin, and, as such, she caused a copy of the Resolution to Commence Negotiations for a Cooperative Plan pursuant to Wis. Stats. §66.0307 Between the Village of Brokaw, the Town of Texas and the Town of Maine, Marathon County, Wisconsin, to be sent within five (5) days after said Resolution was adopted to the attached list of people at their last known address in a plain, postage prepaid envelope and deposited in the United States Post Office, in Wausau, Wisconsin, at 10:11 a.m., on the 24 day of October, 2015, and that said Resolution is attached hereto and made a part of this Affidavit, as if fully set forth herein.


Lorraine I. Beyersdorf
Town Clerk, Town of Texas

Subscribed and sworn to before me
this 23 day of October, 2015.


Terri L. Nortman, Notary Public
State of Wisconsin
My commission expires: 12-11-16

Wisconsin Department of
Administration, Division of
Intergovernmental Relations
Attn: Ed Eberle, Administrator
101 East Wilson Street
Madison, WI 53703

Wisconsin Department of
Transportation
4802 Sheboygan Avenue
P.O. Box 7999
Madison, WI 53707-7999

Nan Kottke, Clerk
Brad Karger, Administrator
Marathon County Courthouse
500 Forest Street
Wausau, WI 54403

Northcentral Technical College
Lori A. Weyers, Ph.D., President
1000 West Campus Drive
Wausau, WI 54401

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Marlo Turner, Clerk
12004 Stettin Drive
Marathon, WI 54448

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Brokaw, WI 54417

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Rick Hass, Clerk
N1428 Strawberry Lane
Merrill, WI 54452

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P.O. Box 359
Wausau, WI 54402-0359

Wausau School District
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Wisconsin Department of
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P.O. Box 7921
Madison, WI 53707-7921

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Marathon County Department of
Conservation, Planning and Zoning
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Michelle Peter, Clerk
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Madison, WI 537088911

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Wausau, WI 54403

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Town of Pine River
Amanda Herdt, Clerk
N1823 County Road X
Merrill, WI 54452

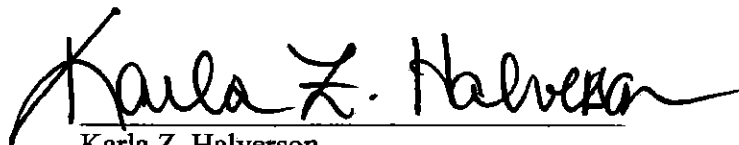
Rib Mountain Sanitary District
Michael Heyroth, Director
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5703 Lilac Avenue
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Yvonne Henning, Board Clerk
905 East Tulip Lane
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AFFIDAVIT OF MAILING

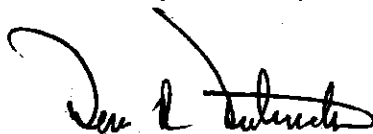
STATE OF WISCONSIN)
) ss
COUNTY OF MARATHON)

I, Karla Z. Halverson, Legal Assistant for Dean R. Dietrich, Ruder Ware L.L.S.C., who serves as village attorney for Village of Brokaw, Marathon County, Wisconsin, being duly sworn under oath, hereby states that on October 2, 2015, I caused to be properly deposited and mailed with the U.S. Postal Service in Wausau, Marathon County, Wisconsin, a true and correct copy of a *Resolution to Commence Negotiations for a Cooperative Plan* pursuant to Wis. Stats. §66.307 between the *Village of Brokaw, the Town of Texas and the Town of Maine, Marathon County, Wisconsin*, in compliance with §66.307(4)(a), to be delivered to all of the parties on the attached Exhibit "A".



Karla Z. Halverson
Legal Assistant, Ruder Ware L.L.S.C.
Attorneys for Village of Brokaw

SUBSCRIBED AND SWORN to before me
This 25th day of January 2016.



Dean R. Dietrich, Notary Public
State of Wisconsin
My commission is permanent

Wisconsin Department of
Administration, Division of
Intergovernmental Relations
Attn: Ed Eberle, Administrator
101 East Wilson Street
Madison, WI 53703

Wisconsin Department of
Transportation
4802 Sheboygan Avenue
P.O. Box 7999
Madison, WI 53707-7999

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905 East Tulip Lane
Wausau, WI 54401

Exhibit H: Affidavit Of Publication of Public Hearing
Notice

AFFIDAVIT OF PUBLICATION

STATE OF WISCONSIN
COUNTY OF MARATHON
VILLAGE OF MAINE

I, Betty Hoenisch, Village President of the Village of Maine, Marathon County, Wisconsin, attest and swear that the following Notice was published pursuant to § 66.0307(4)4.(b), Wis. Stats.:

Notice of a joint public hearing involving the Village of Maine, Town of Texas, and Village of Brokaw regarding a Cooperative Plan pursuant to § 66.0307, Wis. Stats., the notice and date of such hearing being held at the Wausau West High School auditorium on February 10, 2016, at 7:00 p.m.

I further attest and swear that I did cause this Notice to be published as a Class 3 Notice pursuant to § 66.0307(4)4.(b), Wis. Stats., in the following newspaper on the stated dates:

Wausau Daily Herald on:

1. Wednesday, January 20, 2016
2. Wednesday, January 27, 2016
3. Wednesday, February 3, 2016

Finally, I attest and swear that I filed this Affidavit with the CBA to be submitted to the Wisconsin Dept. of Administration, pursuant to § 66.0307, Wis. Stats., and with the Village Clerk of the Village of Maine on April 21, 2016.

Dated this 21st day of April, 2016.


Betty Hoenisch, Village President

Personally came before me this 28th day of April, 2016, Betty Hoenisch, Village President for the Village of Maine, Marathon County, Wisconsin, to me known to be the person who executed and acknowledged the foregoing instrument.

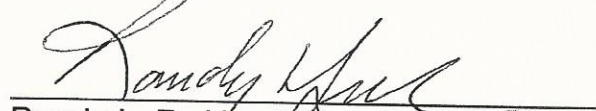

Randy L. Frokjer, Notary Public
State of Wisconsin
My commission is permanent.

Exhibit I: Summary Of Public Comments

Summary of Comments Received Cooperative Boundary Agreement - Brokaw, Maine, & Texas

Comment Summary	# Mentions
Gratitude for addressing the issues	16
Opposed to initial attachment area	16
Approve Plan to help Brokaw ASAP	9
Would like to see a unanimous vote of Commission	8
CBA best way to preserve our way of life	7
Don't want area to be in Wausau	6
Want sewer/water from Wausau for future development	5
Investigate Maine Brokaw & Texas combining	5
17 years is too long to support Brokaw	5
Texas taxes should be spent on Texas projects	5
Need more information	5
Not notified of meetings	3
I don't know about the closed meetings issues - I attended meetings and received information	3
Do not want Texas to support Brokaw for more than a few years - not 17	3
Brokaw residents should pay for their own improvements	3
Maine has no ability to deliver water or sewer service to our property	3
Equalization of tax rates unfair to Towns because Brokaw has services	3
We all have to work together so we all succeed	2
As landowner and non-resident wasn't able to vote	2
Disgusted by actions of Wausau	2
Texas should stay out of the mess with Brokaw	2
Make sure kids in Riverview School have transportation	2
Want sewer/water from Maine	1
Dismantle Brokaw water system & install well & septic	1
Should be a summary of the full plan	1
Public hearing minutes should be on Maine website	1
Wausau should bail out Brokaw, not Maine & Texas	1
Change proposed meeting time	1
Encourage participation by County in solutions	1
Don't dissolve Brokaw - we can get out of this ourselves	1
Commission will be making decisions for Brokaw	1
Would like to see Texas take more of the burden	1
Maine residents did not have time to know what was taking place	1
CBA blocks initial attachment area from ever being served with sewer & water	1

Summary by Position Taken

Expressed Position	#	% of Total
Support	18	29%
Support w/ Changes	12	19%
Total Support	30	48%
Neutral	17	27%
Opposed	15	24%
Total	62	100%

Texas taxes will go up	1
Would not like to see Maine, Brokaw & Texas combine	1
Why wasn't Texas Plan Commission involved	1
Plan does not meet criteria for approval	1
Consolidation under cooperative plan contrary to law	1
Brokaw surrender of authority contrary to law	1
Plan does not provide for delivery of services to Brokaw, Maine or Texas	1
Permancy of boundary is contrary to law	1
Incorporation was invalid so Plan is invalid	1
Not sure that there is funding available	1

Summary of Comments Presented or Submitted
Maine, Texas, Brokaw Cooperative Boundary Agreement
February 10 - March 1, 2016

Written commentsPublic Hearing

ID	Name	Residence	Representing	Position	Comment Themes1	Comment Themes2	Comment Themes3	Comment Themes4	Comment Themes5	Comment Themes6	Comment Themes7
1	Gretchen Brummel	Maine	Self	Neutral	Want sewer/water from Maine	None	None	None			
2	Jane Frankson	Maine	Self	Neutral	Should be a summary of the full plan	Public hearing minutes should be on Maine website	Dismantle Brokaw water system & install well & septic	None			
3	John Martin	Maine	Self	Support	Approve Plan to help Brokaw ASAP	We all have to work together so we all succeed	None	None			
4	James Tilton	Maine	Family	Support w/ Changes	Investigate Maine Brokaw & Texas combining	Don't want area to be in Wausau	Gratitude for addressing the issues	None			
5	Fred & Shirley Niemeyer	Wausau	16 acres land in Maine	Opposed	Not notified of meetings	As landowner and non-resident wasn't able to vote	Opposed to initial attachment area	Wausau should bail out Brokaw, not Maine & Texas			
6	Keith Rusch	Maine	Maine	Support w/ Changes	Change proposed meeting time	Would like to see a unanimous vote of Commission	Encourage participation by County in solutions	Investigate Maine Brokaw & Texas combining			
7	Thomas Mullaly	Maine	Self	Support	Gratitude for addressing the issues	Approve Plan to help Brokaw ASAP	None	None			
8	Sandra Rusch	Maine	Maine	Support	Gratitude for addressing the issues	Approve Plan to help Brokaw ASAP	Investigate Maine Brokaw & Texas combining	None			
9	Cindy Bailey	Maine	Self	Support	Gratitude for addressing the issues	Approve Plan to help Brokaw ASAP	CBA best way to preserve our way of life	None			
10	Greg Winters	Maine	Self	Support	Gratitude for addressing the issues	Approve Plan to help Brokaw ASAP	None	None			
11	Ruthelle Frank	Brokaw	Self	Neutral	Don't dissolve Brokaw - we can get out of this ourselves	Commission will be making decisions for Brokaw	None	None			
12	Elaine Radtke	Maine	Self	Support	Gratitude for addressing the issues	CBA best way to preserve our way of life	I don't know about the closed meetings issues - I attended meetings and received information	None			
13	Brian Shade	Maine	Maine	Support	Don't want area to be in Wausau	CBA best way to preserve our way of life	None	None			
14	Allan Bulke	Merrill	?	Support w/ Changes	Would like to see Texas take more of the burden		None	None			

15	Thomas & Diana Witter	Maine	Self	Neutral	Don't want area to be in Wausau	Want sewer/water from Wausau for future development	Maine residents did not have time to know what was taking place	None
16	Jim & Paula Koehler	Maine	Self	Opposed	Want sewer/water from Wausau for future development	Maine has no ability to deliver water or sewer service to our property	None	None
17	Lorraine Grebe	Wausau	16 acres land in M	Opposed	Not notified of meetings	As landowner and non-resident wasn't able to vote	Opposed to initial attachment area	None
18	Gordon Popko	Wausau	Property	Neutral	Opposed to initial attachment area	Want sewer/water from Wausau for future development		None
19	Lynn Taschler	Wausau		Opposed	Opposed to initial attachment area	CBA blocks initial attachment area from ever being served with sewer & water	None	None
20	Sue & Paul Shore	Maine	Self	Support	Gratitude for addressing the issues	CBA best way to preserve our way of life		None
21	Cory Guss	Maine	Self	Support	Disgusted by actions of Wausau	Don't want area to be in Wausau	None	None
22	Patrick & Sandra Schmitt	Maine	Self	Opposed	Want sewer/water from Wausau for future development			None
23	Glenn & Betty Hoenisch	Maine	Maine	Support	CBA best way to preserve our way of life	Approve Plan to help Brokaw ASAP	None	None
24	Merlin Goetsch	Stettin	Property	Support	Gratitude for addressing the issues	Disgusted by actions of Wausau	None	None
25	John Marquardt	Maine	Self	Support	Approve Plan to help Brokaw ASAP	CBA best way to preserve our way of life	None	None
26	John Zastrow	Maine	Self	Support	CBA best way to preserve our way of life	None	None	None
27	Len & Arlene Wurman	Texas	Self	Support w/ Changes	Do not want Texas to support Brokaw for more than a few years - not 17	Brokaw residents should pay for their own improvements		None
28	Alan Weisenbeck	Texas	AJW Income Trust	Neutral	Opposed to initial attachment area	None	None	None
29	Janet Sann	Texas	Self	Opposed	Would like to see a unanimous vote of Commission	17 years is too long to support Brokaw	Texas taxes should be spent on Texas projects	None

30	Jeff Platz/Renew A Kitchen	Texas	Self & business prc	Opposed	Opposed to initial attachment area	Brokaw residents should pay for their own improvements	Maine has no ability to deliver water or sewer service to our property	None			
31	Pete Stanke	Texas	Self	Support w/ Changes	Opposed to initial attachment area	Approve Plan to help Brokaw ASAP	None	None			
32	Melvin Sann	Texas	Texas	Opposed	Texas should stay out of the mess with Brokaw	Don't want area to be in Wausau	None	None			
33	Jon Radugchel	Texas	Texas	Opposed	Would like to see a unanimous vote of Commission	Texas taxes should be spent on Texas projects	None	None			
34	Audrey Sann	Texas	Texas	Opposed	Texas should stay out of the mess with Brokaw	None	None	None			
35	Phillip Walters	Texas	Self	Opposed	17 years is too long to support Brokaw	Texas taxes should be spent on Texas projects	Texas taxes will go up	Would like to see a unanimous vote of Commission			
36	Paul Anderson	Texas	Self	Support w/ Changes	Opposed to initial attachment area	Would not like to see Maine, Brokaw & Texas combine	Do not want Texas to support Brokaw for more than a few years - not 17	Would like to see a unanimous vote of Commission			
37	Kevin Sann	Texas	Self	Neutral	Why wasn't Texas Plan Commission involved	None	None	None			
38	Brenda Walters	Texas	Self	Neutral	Need more information	None	None	None			
39	Rick Walters/R&BW Properties	Texas	Business	Neutral	Need more information	None	None	None			
40	Lori Raduechel	Texas	Self	Opposed	Texas taxes should be spent on Texas projects	17 years is too long to support Brokaw	None	None			
41	Dan & Sue Gruetzmacher	Texas	Self	Opposed	Texas taxes should be spent on Texas projects	17 years is too long to support Brokaw	Would like to see a unanimous vote of Commission	None			
42	City of Wausau	Wausau	Wausau	Opposed	Plan does not meet criteria for approval	Consolidation under cooperative plan contrary to law	Brokaw surrender of authority contrary to law	Opposed to initial attachment area	Plan does not provide for delivery of services to Brokaw, Maine or Texas	Permancy of boundary is contrary to law	Incorporation was invalid so Plan is invalid
43	Rochelle Frank (also written co Brokaw		Self	Neutral	Not sure that there is funding available	None	None	None			
44	Delmar Winter	Texas	Self	Neutral	Make sure kids in Riverview School have transportation	None	None	None			

45	Paul Daigle	Texas	Self	Support w/ Changes	Gratitude for addressing the issues	Opposed to initial attachment area	Investigate Maine Brokaw & Texas combining	Maine has no ability to deliver water or sewer service to our property	
46	Anissa Bliese	Texas	Self	Support w/ Changes	Opposed to initial attachment area	Gratitude for addressing the issues		None	
47	Mike Duginske	Texas	Self	Neutral	Need more information	None	None	None	
48	Adam Dykman	Brokaw	Self	Support	Gratitude for addressing the issues	Would like to see a unanimous vote of Commission	None	None	
49	Judy Bayba	Maine	Self	Support w/ Changes	Gratitude for addressing the issues	Would like to see a unanimous vote of Commission	None	None	
50	Paul Anderson (also written co Texas		Self	Support w/ Changes	17 years is too long to support Brokaw	Do not want Texas to support Brokaw for more than a few years - not 17	Brokaw residents should pay for their own improvements	Opposed to initial attachment area	I don't know about the closed meetings issues - I attended meetings and received information
51	Gordon Popko (also written co Wausau		Property in Texas	Neutral	Opposed to initial attachment area	None	None	None	
52	Jim Lenz	Texas	Self	Neutral	Opposed to initial attachment area	None	None	None	
53	Doug Doede	Maine	Self	Neutral	Equalization of tax rates unfair to Towns because Brokaw has services	Need more information	None	None	
54	Sid Sorensen	Maine	Self	Opposed	Want sewer/water from Wausau for future development	None	None	None	
55	Mike Witzeling	Wausau	Property in Brokaw	Neutral	Need more information	Not notified of meetings	None	None	
56	Andy Walters	Texas	Self	Support	I don't know about the closed meetings issues - I attended meetings and received information	Equalization of tax rates unfair to Towns because Brokaw has services	Opposed to initial attachment area	None	
57	Richard Barker	Texas	Self	Neutral	Opposed to initial attachment area	Make sure kids in Riverview School have transportation	None	None	
58	Leon Waller	Maine	Self	Support	Gratitude for addressing the issues		None	None	
59	Rachel Martin	Maine	Self	Support w/ Changes	Gratitude for addressing the issues	We all have to work together so we all succeed	Equalization of tax rates unfair to Towns because Brokaw has services	None	

60	Jim Tilton (also written comme Maine	Self	Support w/ Changes	Gratitude for addressing the issues	Investigate Maine Brokaw & Texas combining		None
61	John Martin	Maine	Self	Support	Approve Plan to help Brokaw ASAP	Gratitude for addressing the issues	None
62	Brian Shade (also written comr Maine	Self	Support	Don't want area to be in Wausau	None	None	None

Exhibit J: List Of Changes Made In Response To Public Comments

Summary of Document Changes

Indicates changes made to the Agreement in response to public comments received.

Page	Paragraph	Type	Change	Reason
Cooperative Boundary Agreement				
1	heading	delete	Draft - Not Approved	Final version
2	1	add	establishing permanent boundaries between adjoining municipalities and	clarify permanance of boundary
2	4	insert	Whereas clause regarding preserving Brokaw history & culture	response to public comment
2		insert	WHEREAS , the Municipalities have reviewed and examined their comprehensive plans in preparing this Plan, and have determined that this Plan is consistent with each Municipalities adopted comprehensive plans and as further detailed in Exhibit N; and	reference examination of comprehensive plan
2	6	insert	February 10, 2016	actual date of the public hearing
3		insert	new Section II - Issues, Problems & Opportunities, re-number following sections.	clarify why this is an appropriate means of addressing issues.
5	3.2	add	Except as provided in this Plan, there shall be no detachments from the Village of Maine to the Town of Texas nor annexations to the Village of Maine from the Town of Texas.	clarify the intent of permant boundaries relative to the territory
5	4.4	add	Except as provided in this Plan, there shall be no detachments from the Village of Maine to the Town of Texas nor annexations to the Village of Maine from the Town of Texas.	clarify the intent of permant future boundaries
6	4.7	delete/add	deleted "over approximately a 17 year period, added "as quickly as practical."	Changed how time frame of agreement is described in response to comments from public hearing.
6	5.1	replace	replace seventeen years with five years automatically renewing until terminated or 17 years have passed.	Changed how time frame of agreement is described in response to comments from public hearing.
7	7.2	change	elected to elective each	typo error
7	7.4	delete	members	typo error
9	7.9	change	Committee to Commission	typo error
9	8	change	Section title from Tax Rate Equalization to Tax Rate Parity	clarification
9	8.1 - 8.4	delete/add	delete 8.1 - 8.2, insert new language providing greater detail about how tax rate parity will be achieved.	change requested by hearing testimony from Town of Texas.
10	9.1	change	2017 to 2016	typo error
11	10.1	rearrange	deleted ,and etc. from end of sentence and added and in front of the last clause, added sewer and water services.	typo error

11	10.2	delete	will continue to provide	
11	10.2	add	shall assure that [water service] continues to be provided to... Insert sentence about maintaining agreement with Wausau.	clarification
11	10.3	delete	the	typo error
11	10.3	insert	as the final attachment occurs as set forth in ¶10.4.	clarify that it is the final attachment and not necessarily the formation of a utility that will end Brokaw's responsibility.
11	10.4	delete	shall	
11	10.4	add	may	requiring an agreement was not intended
12	10.6	insert	snow plowing and fire	to specify the intended services
12	11.1	change	30 to 90	provide more time for the attachment to occur
13	11.2	delete	Property Taxes	
13	11.2	add	Payment For Services	more accurately describes the nature of this section
13	11.2	delete	Upon	redundant word
13	11.2	insert	¶	typo error
13	11.2	delete	an amount equal to the amount of property taxes that Texas levied on the Initial Attachment Area as shown by the tax roll under Wis. Stats. §70.65 in the year in which the Initial Attachment occurred.	
13	11.5	add	an amount which will be approved by Maine and Texas within 30 days of the Initial Attachment Area as long as Texas is providing the services in ¶9.6 herein or upon expiration of this Agreement as provided in ¶4.1 herein, whichever occurs first.	make this a negotiated amount rather than a fixed amount based on taxes levied.
14	11.6	insert	11.6 Attachment Of Texas Property, Highways, And Other Rights of Way. Any attachment of territory under this Cooperative Plan will include the highways and other public rights-of-way whether half or the whole of any abutting highway or public right-of-way. Any territory and/or improvements thereon titled in the name of Texas shall further be transferred and titled in Maine through such documents as from time to time determined appropriate and necessary by Maine to attain the same degree of ownership as that which was held by Texas.	add the same provision for Texas as for Brokaw
14	11.7	change	10.5 to 10.7	typo error
15	12.3	change	"received" to "obtained"	clarification
21	17.4	change	Participating to Participation	typo error
21	17.4	insert	and (f)	correct an omission

21	17.5	insert	and (f)	correct an omission
21	17.6	insert	and (f)	correct an omission

Exhibit K: Comments From County Or Regional Plan Commissions



**SENT VIA EMAIL AND
US POSTAL SERVICE TO:
Erich.Schmidtke@wisconsin.gov**

July 19, 2016

Mr. Erich Schmidtke
Wisconsin Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701-1645

**PROPOSED VILLAGE OF MAINE, TOWN OF TEXAS, AND VILLAGE OF BROKAW
COOPERATIVE PLAN AND PERMANENT BOUNDARY AGREEMENT**

Mr. Schmidtke,

The Marathon County Conservation, Planning & Zoning Department (CPZ) is writing this letter to provide comments on the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement as required by s. 66.0307((4)(c) and s.66.0307(5)(c)Wis. Stats., respectively. The following are our comments per the aforementioned statutory requirements:

Section 66.0307(4)(c) Comments.

1. How does the proposed cooperative plan impact Marathon County's comprehensive plan?

Answer. The Marathon County Comprehensive Plan was adopted on February 16, 2016. Development of the comprehensive plan took place from January 2014 to February 2016. The proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement will require the county to make minor updates to maps, tables and charts. **These changes are relatively minor in nature and will have minimal to no impact on the county's overall vision and mission.**

2. How does it impact the delivery of municipal services?

Answer. Section XIV of the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement, specifically address current, proposed and continued coordination of general municipal services among the Town of Texas, and Villages of Maine and Brokaw. These municipal services include but are not limited to the following: law enforcement, elections, ordinance enforcement, administration, water and sanitary sewer service, fire protection and emergency medical services, snow removal, and highway repair services.

3. Any other issues?

Answer. Marathon County CPZ is providing interim technical assistance to the Village of Maine in the transition phase regarding specific programs and services until such programs and services are fully implemented by the Village of Maine in accordance with state statutes (see attachment).

Section 66.0307(5)(c) Comments.

1. *The content of the plan under sub. (3)(c) to (e) is sufficient to enable the department to make the determination under subs. 66.0307(5)(c) 2 to 5. Clarity of Plan.*

Answer. It is the opinion of CPZ that the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement in conjunction with reports prepared by Vierbicher Associates are sufficient and will enable the Department of Administration (DOA) to make an appropriate decision.

2. *The cooperative plan is consistent with each participating municipality's comprehensive plan and with current state laws, municipal regulations, and administrative rules that apply to the territory affected by the plan. Consistency of the Plan with comprehensive plans and state and local laws.*

Answer. The circumstances surrounding the Villages of Maine and Brokaw, and the Town of Texas are unique and should be viewed with special care by DOA when evaluating whether a cooperative plan is consistent with each participating municipality. The proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement is the direct result of these communities implementing their respective "Intergovernmental Cooperation" section of their comprehensive plan under a politically charged environment. With assistance of state and county officials, and in conjunction with engineering, planning and financial reports, these communities developed an orderly and systematic process dealing with the looming financial and economic realities facing their communities that were unable to be predicted when their comprehensive plans were being developed. With these unique circumstances, it should be affirmed that the cooperative plan and permanent boundary agreement are consistent with current state laws, municipal regulations and administrative rules that apply to the territory affected by the plan.

3. *Adequate provision is made in the cooperative plan for the delivery of necessary municipal services to the territory covered by the plan.*

Answer. Attached to the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement are three reports evaluating delivery of existing and projected necessary municipal services. Vierbicher Associates has prepared the following reports: 1) Infrastructure Analysis Report, Village of Brokaw, 2) Characteristics of Territory (Homogeneity and Compactness), Village of Maine, and 3) Village of Brokaw, Public Funding Summary. The aforementioned reports review and evaluate adequate provisions of existing and projected municipal services of the territory covered by the plan.

4. *The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs.*

Answer. The Town of Texas per Resolution No. 1-2015, the Town of Maine per Resolution 2015-02, and the Village of Brokaw per Resolution No. 009-2015 agreed to commence negotiations for a cooperative plan pursuant to Wis. Stats. §66.0307 between the Village of Brokaw, Town of Maine,

Mr. Erich Schmidtke
Wisconsin Department of Administration
July 19, 2016

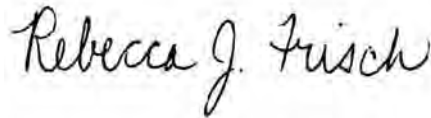
and Town of Texas. An affidavit of publication of public hearing notice was provided to CPZ from each community. The proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement has been properly noticed and open for public hearing comment and review. The county recognizes that the proposed Village of Maine, Town of Texas, and Village of Brokaw Cooperative Plan and Permanent Boundary Agreement has received and incorporated public comment and reflects the input of local citizens impacted by this agreement. Therefore, the aforementioned communities adhered to state statutory procedures and protocol, with appropriate due process, thus making the proposed plan not arbitrary or capricious.

5. Any proposed planning period exceeding 10 years is consistent with the plan.

Answer. Due to the complexity of the cooperative plan, it would appear the duration of certain plan elements would be appropriate.

Should you have any questions, please feel free to contact me at your convenience.

Sincerely,



Rebecca Frisch, Director
Marathon County
Conservation, Planning, & Zoning

cc via email: Betty Hoenisch, Village of Maine, WI
Matthew Bootz, Town of Texas, WI
Jeffrey Weisenberger, Village of Brokaw, WI
Dan Lindstrom, Vierbicher Associates, Madison, WI
Dean R. Dietrich, Ruder Ware, L.L.S.C., Wausau, WI
Randy J. Frokjer, Frokjer & Hersil, S.C., Merrill, WI
Shane VanderWaal, Pietz, VanderWaal, Stacker & Rottier, S.C., Wausau, WI
Scott Corbett, Marathon County Corporation Counsel, Wausau, WI

April 25th 2016

Betty Hoenisch
President - Village of Maine
6111 N. 44th Avenue
Wausau, WI 54401



RE: Conservation, Planning, and Zoning Department (CPZ): Transition of the Town of Maine becoming a Village in relation to CPZ services-Follow up information:

Betty,

On behalf of CPZ, I want to thank you for meeting with us to discuss the next steps for the Village in relation to CPZ programs and functions with the Village. I am providing a written updated outline based on our discussion on April 11th, 2016 to document our discussion and the necessary next steps (shown in red). These steps were discussed with Marathon County Corporation Counsel on April 20th, 2016 as well.

1. **Shoreland and Floodplain Zoning:** Marathon County no longer has jurisdiction. Dean Johnson, CPZ Zoning Administrator, will assist the Village during this transition to help the Village of Maine in the administration of these ordinances. Dean also has shoreland and flood plain maps and documents/historical information to transfer to the village.

***Decision:** Marathon County Zoning Administrator Dean Johnson will work with the Village to completely transfer the shoreland and floodplain zoning requirements to the Village over the next 6 months. This will include the documents and historical information. It is recommended that the Village pass updated Shoreland and Floodplain Ordinances, especially due to the implications of WI. Act 55.*

2. **Animal Waste and Nutrient Management Ordinance:** The current county ordinance is unenforceable as the county does not have jurisdiction within the Village. CPZ suggests that if the Village would like CPZ to administer and enforce this ordinance that it adopts an appropriate resolution authorizing the county to perform this service. The Village also has the option of adopting and administering its own ordinance or may choose to have no ordinance.
3. **Livestock Licensing Ordinance:** The current county ordinance is unenforceable as the county does not have jurisdiction within the Village. CPZ suggests that if the Village would like CPZ to administer and enforce this ordinance that it adopts an appropriate resolution authorizing the county to perform this service. The Village also has the option of adopting and administering its own ordinance or may choose to have no ordinance.

***Decision:** The Village would prefer that Marathon County CPZ administer both these ordinances for them within the Village. Marathon Corporation Counsel will contact the Betty Hoenisch and Randy Frokjer to discuss the appropriate resolution or adoption method in order for CPZ to administer both items 2 and 3. The intention will be that these ordinances will be administered as in the past and that CPZ will charge the normal fees to applicants to provide these services and also enforce these ordinances.*

4. **Land Division/Certified Survey Map review:** The current county ordinance is unenforceable as the county does not have jurisdiction in the Village. CPZ suggests that if the Village would like CPZ to administer and enforce this ordinance that it adopts an appropriate resolution authorizing the county to perform this service. The Village also has the option of adopting and administering its own ordinance or may choose to have no ordinance.

Decision: The Village has requested that CPZ continue the review of Certified Survey Maps (CSM) and other land divisions. CPZ will work directly with the Village to adopt an agreement under 66.031 to provide these services for the review of CSM's. The Village has its own Land Division ordinance, but also would prefer that CPZ continue its practice of CSM and other land division review as well.

5. **Farmland Preservation Zoning District:** If the Village decides to add a Farmland Preservation zoning district to your ordinance, CPZ will assist the Village if interested as Farmland Preservation is an important county wide initiative

Decision: The Village will not pursue the Farmland Preservation District at this time, but may want an informational meeting for its Board and landowners sometime in the future.

6. **Land and Water Conservation Programs:** Programs will continue to be available to all farmers.

7. **County/Uniform Addressing:** As a village, being a part of the county addressing system is now optional, but CPZ recommends that the Village adopts the new addressing system to provide enhanced levels of safety for its residents. An educational presentation can be provided upon your request.

Decision: The Village is invited to upcoming meetings and is encouraged to stay informed of the changes in addressing county wide.

8. **Geographic Information Services:** These services may be available for a fee. If the Village desires these services, CPZ and the Village should schedule a meeting to discuss this service/costs and expectations for each entity.

Decision: The Village will use private GIS services for projects, etc. If requested by the Village, CPZ will provide GIS data to private GIS contractors. CPZ will continue to update zoning maps, road maps for gas tax, and help during the transition.

9. **Nonmetallic mining:** The current county ordinance remains in effect, unless the Village chooses to adopt their own ordinance which the Village would then administer. The Village has been notified of this as well as current mine owners/operators in the Village.

Decision: The Village will continue to rely upon CPZ to administer the Non-metallic mining ordinance and will not pursue its own ordinance at this time. No action is necessary.

10. **Comprehensive planning:** The County recently adopted a new plan and no change is expected regarding the county plan. Currently, local planning services are available through the North Central Wisconsin Regional Planning Commission.

Decision: CPZ recommended that the Village pursue discounted planning services and possibly GIS services through the North Central Wisconsin Regional Planning Commission.

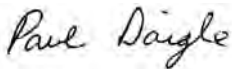
11. **Land Record changes:** Administrative transfer completed by CPZ.

12. **Private On-site Wastewater Treatment System (POWTS):** Regulations apply county-wide (including incorporated areas without municipal sewer). Maine becoming a Village will not affect the POWTS program. If the Village of Maine annexes the Village of Brokaw there will be some change. In the past, the replacement of failing POWTS in the Town of Maine where connection to Brokaw's municipal sewer would have been the best alternative, some chose not to connect because they did not want to annex to Brokaw. If Maine annexes Brokaw, sewer may now be available to sites like these and the Village could require connection to the municipal sewer. The advantage of the latter is that sewer may be available to problem sites.

During this process, we would need to check with the Village or utility before issuing a sanitary permit for sites which are near municipal sewer to determine if sewer is available. The ordinance does not allow us to issue a sanitary permit if sewer is available which is determined by the utility having jurisdiction.

CPZ would like to continue to communicate on a regular basis to ensure completion of the urgent tasks, specifically items 1-3. Please be aware that the Marathon County Corporation Counsel will need to review any resolution to authorize county administration of programs/projects. Thank you for meeting with us and we look forward to continuing to work with the Village of Maine.

Sincerely



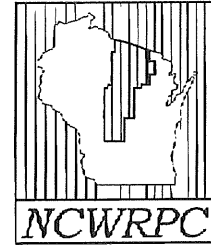
Paul Daigle

Land and Water Program Director

cc. Randy Frokjer, Village of Maine Attorney
Scott Corbett, Marathon County Corporation Counsel

NORTH CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

210 McClellan Street, Suite 210, Wausau, Wisconsin 54403
Telephone: (715) 849-5510 Fax: (715) 849-5110
Web Page: www.ncwrpc.org Email: staff@ncwrpc.org



SERVING ADAMS, FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, VILAS AND WOOD COUNTIES

May 13, 2016

Erich Schmidtke
Municipal Boundary Review
WI Dept. of Administration
PO Box 1645
Madison, WI 53701-1645

Subject: Cooperative Plan Review

Dear Mr. Schmidtke:

At your request, we have briefly reviewed the *Village of Brokaw – Town of Texas – Village of Maine Cooperative Plan* for its impact on the regional master plan, on the delivery of municipal services, and any other related issues.

The NCWRPC prepared a *Framework for Regional Development* in 1981, which was updated with the *Regional Comprehensive Plan* in 2004 and the *Regional Livability Plan for North Central Wisconsin* in 2015. The *Regional Livability Plan* (RLP) also includes four Assessment Reports. These reports cover the subjects of economic development, housing, land use, and transportation. The RLP was prepared under the authority of s.66.0309 and is intended to provide long-range policy direction for guiding growth, development and redevelopment decisions in the Region.

The RLP has identified ten overarching goals, these are:

1. Promote a variety of safe and adorable housing options that meet the needs of all community members.
2. Ensure the future availability of a skilled and flexible workforce.
3. Support and develop a diverse economic base ensuring economic growth and resiliency.
4. Support infrastructure needed for economic development.
5. Develop tourism and the knowledge-based economy into leading economic sectors.

6. Provide and improve transportation access to people of all ages and abilities to ensure lifelong mobility and accessibility.
7. Fund the maintenance and expansion of the transportation system.
8. Enhance the regional economy by supporting airports and freight rail.
9. Preserve and protect the regional landscape, environmental resources, and sensitive lands while encouraging healthy communities.
10. Manage and reduce vacant land and structures.

With each goal there are numerous objectives and recommendations for both “urban” and “rural” areas within the region. The RLP is intended to be used as a guide for local planning and decision-making, but does not specify details of local plans. Communities are encouraged to incorporate goals, objectives and recommendations from the RLP that best fit at the local level.

Upon our review, the proposed Cooperative Agreement appears to adhere to each of the applicable goals of the RLP. There is no apparent ill effect on the *Regional Livability Plan* or on the delivery of municipal services resulting from the provisions within this agreement. We would note that the comprehensive plans mentioned throughout the agreement are all in need of their ten year updates as outlined in s.66.1001 Wis. Statutes. These plans were all originally adopted in 2006.

This concludes our review. Feel free to contact our office if you have any questions or comments regarding this review.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis Lawrence', followed by a long horizontal line extending to the right.

Dennis Lawrence, AICP
Executive Director

Exhibit L: List Of Changes Made In Response To Comments From County Or Regional Plan Commissions

No changes were made in response to comments from
County or Regional Plan Commissions.

Exhibit M: Adopting Resolutions

RESOLUTION NO. 2016-04
VILLAGE OF MAINE, MARATHON COUNTY, WISCONSIN

**A RESOLUTION APPROVING THE VILLAGE OF MAINE,
VILLAGE OF BROKAW and TOWN OF TEXAS
AMENDED COOPERATIVE PLAN AND PERMANENT
BOUNDARY AGREEMENT PURSUANT TO WIS. STAT. § 66.0307(5)(d)**

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw, all located in Marathon County, Wisconsin, have negotiated a Cooperative Plan and Permanent Boundary Agreement (hereinafter "Cooperative Plan") subject to the approval of the State of Wisconsin Department of Administration, under the authority of Wis. Stats. §§ 66.0301 and 66.0307; and

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw intend to enter into a Cooperative Plan for the purposes of establishing permanent boundaries, assuring orderly development, and accomplishing a coordinated, adjusted, and harmonious development of the territory covered by the Cooperative Plan; and

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw have developed a Cooperative Plan following a review of existing regional, county and local plans; and

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw have held a joint public hearing on the Cooperative Plan pursuant to the provisions of Wis. Stat. § 66.0307 on February 10, 2016, and have considered the comments which were received both at that public hearing and subsequent thereto in the preparation of the Cooperative Plan, as more fully described herein; and

WHEREAS, following the public hearing and approval of revisions to the Cooperative Plan, the Department of Administration, at the request of a property owner under § 66.0307(5)(b), held a public hearing on June 27, 2016; and

WHEREAS, on July 28, 2016, the Department of Administration made findings as to the completeness of the Plan, and pursuant to § 66.0307(5)(b), returned the Plan to the Municipalities with the recommendation that it be resubmitted to include specific revisions as set forth in its July 28, 2016, findings; and

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw have amended the Cooperative Plan consistent with the findings of the Department of Administration; and

WHEREAS, the Village of Maine, Town of Texas, and Village of Brokaw intend to immediately implement and make effective this amended Cooperative Plan, upon approval of the same by the Department of Administration.

NOW, THEREFORE, BE IT RESOLVED, the Village of Maine does hereby resolve as follows:

1. The Village of Maine, Village of Brokaw, and Town of Texas Cooperative Plan and Permanent Boundary Agreement, pursuant to Wis. Stat. § 66.0307(5)(d), as amended, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

2. The Village President and Village Clerk are authorized to execute the amended Cooperative Plan on behalf of the Village of Maine, and to take such further action as may be necessary to obtain the review and approval of the Plan under Wis. Stat. § 66.0307.

The foregoing Resolution was duly adopted by the Village of Maine Board of Trustees by a vote of 7 in favor and 0 against, on this 30th day of August, 2016.

VILLAGE OF MAINE

Betty Hoenisch
Betty Hoenisch, Village President

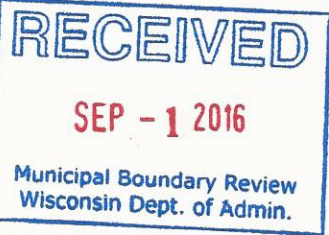
CERTIFICATION

The undersigned Clerk of the Village of Maine hereby certifies that the foregoing Resolution was passed by the Village of Maine at its meeting on the 30th day of August, 2016, and signed this 30th day of August, 2016.

Cindy Bailey (SEAL)
Cindy Bailey, Village Clerk

THIS INSTRUMENT DRAFTED BY:
Randy L. Frokjer #1010644
Frokjer & Hersil, S.C.
200 N. Center Avenue
Merrill, WI 54452
Ph. #715-536-4511

Resolution Posting Date: September 1, 2016



RESOLUTION NO. 16-002

**TOWN OF TEXAS, MARATHON COUNTY, WISCONSIN
A RESOLUTION APPROVING
THE VILLAGE OF BROKAW, TOWN OF TEXAS
AND VILLAGE OF MAINE AMENDED COOPERATIVE PLAN AND
PERMANENT BOUNDARY AGREEMENT
PURSUANT TO WIS. STATS. §66.0307(5)(d)**

WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine, all located in Marathon County, Wisconsin, have negotiated a Cooperative Plan and Permanent Boundary Agreement (hereinafter "Cooperative Plan") subject to the approval of the State of Wisconsin Department of Administration under the authority of Wis. Stats. §§66.0301 and 66.0307; and

WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine intend to enter into a Cooperative Plan for the purposes of establishing permanent boundaries, assuring orderly development and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Cooperative Plan; and

WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine have developed a Cooperative Plan following a review of existing regional, county and local plans; and

WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine have held a joint public hearing on the Cooperative Plan pursuant to the provisions of Wis. Stats. §66.0307 on February 10, 2016 and have considered the comments which were received both at that public hearing and subsequent thereto in the preparation of the Cooperative Plan as more fully described herein;

WHEREAS, following the public hearing and approval of revisions to the Cooperative Plan, the Department of Administration, at the request of a property owner under 66.0307(5)(b) held a public hearing on June 27, 2016; and

WHEREAS, on July 28, 2016 the Department of Administration made findings as to the completeness of the Plan, and pursuant to 66.0307(5)(b) returned the Plan to the Municipalities with the recommendation that it be re-submitted to include specific revisions as set forth in its July 28, 2016 findings; and

WHEREAS the Town of Texas, Village of Brokaw and Village of Maine have amended the Cooperative Plan consistent with the findings of the Department of Administration; and

WHEREAS, the Town of Texas, Village of Brokaw and Village of Maine intend to immediately implement and make effective this amended Cooperative Plan upon approval of the same by the Department of Administration.

NOW, THEREFORE, BE IT RESOLVED, the Town of Texas, Village of Brokaw and Village of Maine do hereby resolve as follows:

1. The Village of Brokaw, Town of Texas and Village of Maine Cooperative Plan and Permanent Boundary Agreement Pursuant to Wis. Stats. §66.0307(5)(d) as amended, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

2. The Town Chairman and the Town Clerk are authorized to execute this amended Cooperative Plan on behalf of the Town of Texas and to take such further action as may be necessary to obtain approval of the Plan under Wis. Stats. §66.0307.

The foregoing Resolution was duly adopted by the Town Board of the Town of Texas by a vote of 3 in favor and 0 against, on this 29th day of August, 2016.

TOWN BOARD, TOWN OF TEXAS

By: 

Matthew P. Bootz, Chairman

ATTEST:


Lorraine I. Beyersdorff, Clerk

RESOLUTION NO. 08-20-01

**VILLAGE OF BROKAW, MARATHON COUNTY, WISCONSIN
A RESOLUTION APPROVING
THE VILLAGE OF BROKAW, TOWN OF TEXAS
AND VILLAGE OF MAINE AMENDED COOPERATIVE PLAN AND
PERMANENT BOUNDARY AGREEMENT
PURSUANT TO WIS. STATS. §66.0307(5)(d)**

WHEREAS, the Village of Brokaw, Town of Texas, and Village of Maine, all located in Marathon County, Wisconsin, have negotiated a Cooperative Plan and Permanent Boundary Agreement (hereinafter "Cooperative Plan") subject to the approval of the State of Wisconsin Department of Administration under the authority of Wis. Stats. §§66.0301 and 66.0307; and

WHEREAS, the Village of Brokaw, Town of Texas, and Village of Maine intend to enter into a Cooperative Plan for the purposes of establishing permanent boundaries, assuring orderly development and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Cooperative Plan; and

WHEREAS, the Village of Brokaw, Town of Texas, and Village of Maine have developed a Cooperative Plan following a review of existing regional, county and local plans; and

WHEREAS, the Village of Brokaw, Town of Texas, and Village of Maine have held a joint public hearing on the Cooperative Plan pursuant to the provisions of Wis. Stats. §66.0307 on February 10, 2016, and have considered the comments which were received both at that public hearing and subsequent thereto in the preparation of the Cooperative Plan as more fully described herein;

WHEREAS, following the public hearing and approval of revisions to the Cooperative Plan, the Department of Administration, at the request of a property owner under 66.0307(5)(b) held a public hearing on June 27, 2016; and

WHEREAS, on July 28, 2016, the Department of Administration made findings as to the completeness of the Plan, and pursuant to 66.0307(5)(b) returned the Plan to the Municipalities with the recommendation that it be re-submitted to include specific revisions as set forth in its July 28, 2016, findings; and

WHEREAS the Village of Brokaw, Town of Texas, and Village of Maine have amended the Cooperative Plan consistent with the findings of the Department of Administration; and

WHEREAS, the Village of Brokaw, Town of Texas, and Village of Maine intend to immediately implement and make effective this amended Cooperative Plan upon approval of the same by the Department of Administration.

NOW, THEREFORE, BE IT RESOLVED, the Village of Brokaw, ~~Town of Texas,~~
and ~~Village of Maine~~ do hereby resolve as follows:


1. The Village of Brokaw, Town of Texas and Village of Maine Cooperative Plan and Permanent Boundary Agreement Pursuant to Wis. Stats. §66.0307(5)(d) as amended, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

2. The Village President and the Deputy Clerk are authorized to execute this amended Cooperative Plan on behalf of the Village of Brokaw and to take such further action as may be necessary to obtain approval of the Plan under Wis. Stats. §66.0307.

The foregoing Resolution was duly adopted by the Village Board of the Village of Brokaw by a vote of 7 in favor and 0 against, on this 30th day of August, 2016.

VILLAGE BOARD, VILLAGE OF BROKAW

By:


Jeffrey Weisenberger, Village President

ATTEST:



Brenda Weisenberger, Deputy Clerk

Exhibit N: Vierbicher Brokaw Infrastructure Analysis Report

Infrastructure Analysis Report
Village of Brokaw
Marathon County, Wisconsin

Prepared For:
Town of Maine
6111 N 44th Ave.
Wausau, WI 54401

Prepared By:
Vierbicher Associates, Inc.
999 Fourier Drive
Madison, WI 53717

Prepared On:
January 20, 2016
Revised August 25, 2016

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vierbicher
planners | engineers | advisors



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22. Eastside Future Service Area Booster Station Engineers Opinion of Probable Construction Cost
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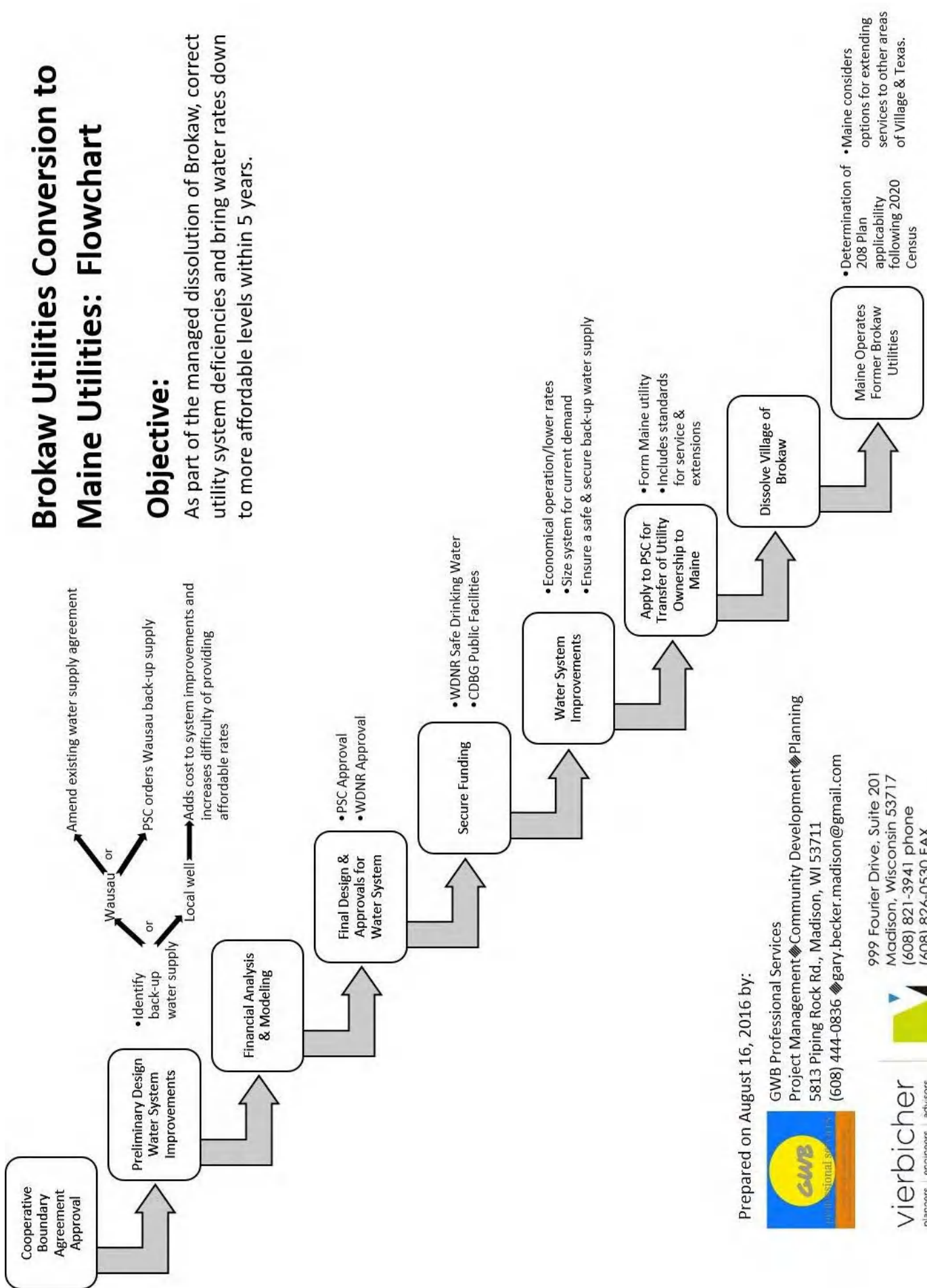
Preface

The Village of Brokaw, the Town of Texas, and the Village of Maine are preparing a Cooperative Plan and Permanent Boundary Agreement. This Cooperative Plan includes dissolving the Village of Brokaw and converting the Village of Brokaw Utilities to the Village of Maine Utilities. The flow chart on the following page outlines the steps required for this conversion.

Brokaw Utilities Conversion to Maine Utilities: Flowchart

Objective:

As part of the managed dissolution of Brokaw, correct utility system deficiencies and bring water rates down to more affordable levels within 5 years.



Prepared on August 16, 2016 by:



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vierbicher
planners | engineers | advisors

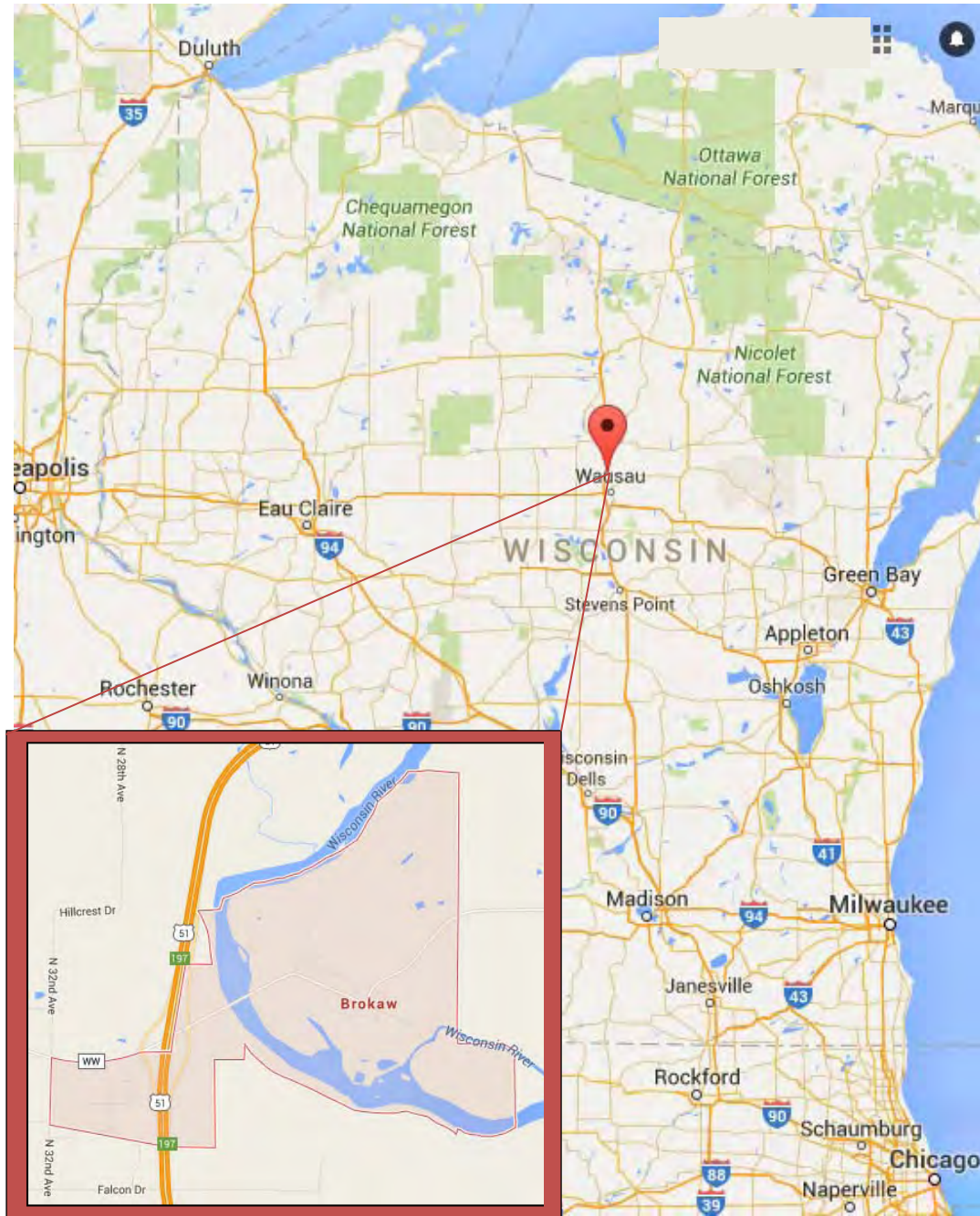


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1.0 Introduction

The Village of Brokaw, population 243, is located in Marathon County immediately north of the City of Wausau. The Town of Maine is to the west and the Town of Texas is to the east of the Village. The Village is divided by the Wisconsin River. The Village was established on the east side of the river in 1903 and expanded to the west side of the river in 2002. The current Village limits are shown in Figure 1.0.

**Figure 1.0 – The Village of Brokaw
Location Map**



The Wausau-Mosinee Paper Corporation, through various corporate iterations, has operated a paper mill in Brokaw for over 100 years. In 1998 the Village of Brokaw, due to sulfite liquor contamination from the paper mill, was forced to close one of two wells providing potable water.

The Village, on March 13, 2008, entered into an agreement with the City of Wausau to provide water service to the Village in sufficient quantity to serve the needs of residents and the paper mill, abandoning the idea of securing a new local water supply. At the time, water demand was approximately 70 million gallons per year, with the paper mill consuming 66 million gallons and residents and other businesses consuming about 4 million gallons.

In early 2012 the Wausau-Mosinee Paper Corporation closed its Brokaw plant, laying off 450 employees. Water sales from Brokaw to the paper mill plummeted. Because the new system was designed to meet water demand from the paper mill, the system experienced a reduction in water flow of 95%. In order to prevent the system from freezing in the winter and spoiling in the summer, the Village of Brokaw has to purchase more water from Wausau than is demanded by current water system customers. In fact, only about 20% of the water purchased from Wausau is sold to customers, 80% is flushed to provide flow to the system, costing the utility approximately \$38,000 per year.

On top of the losses in the water utility, the Village has experienced a steep drop in property values since the closing of the paper mill, about \$15 million – nearly a 50% decline in just 4 years. The loss of water sales and the loss of tax base has caused both property tax and water rates for Village residents to skyrocket to some of the highest in the State – and the revenue is still not nearly enough to cover operations.

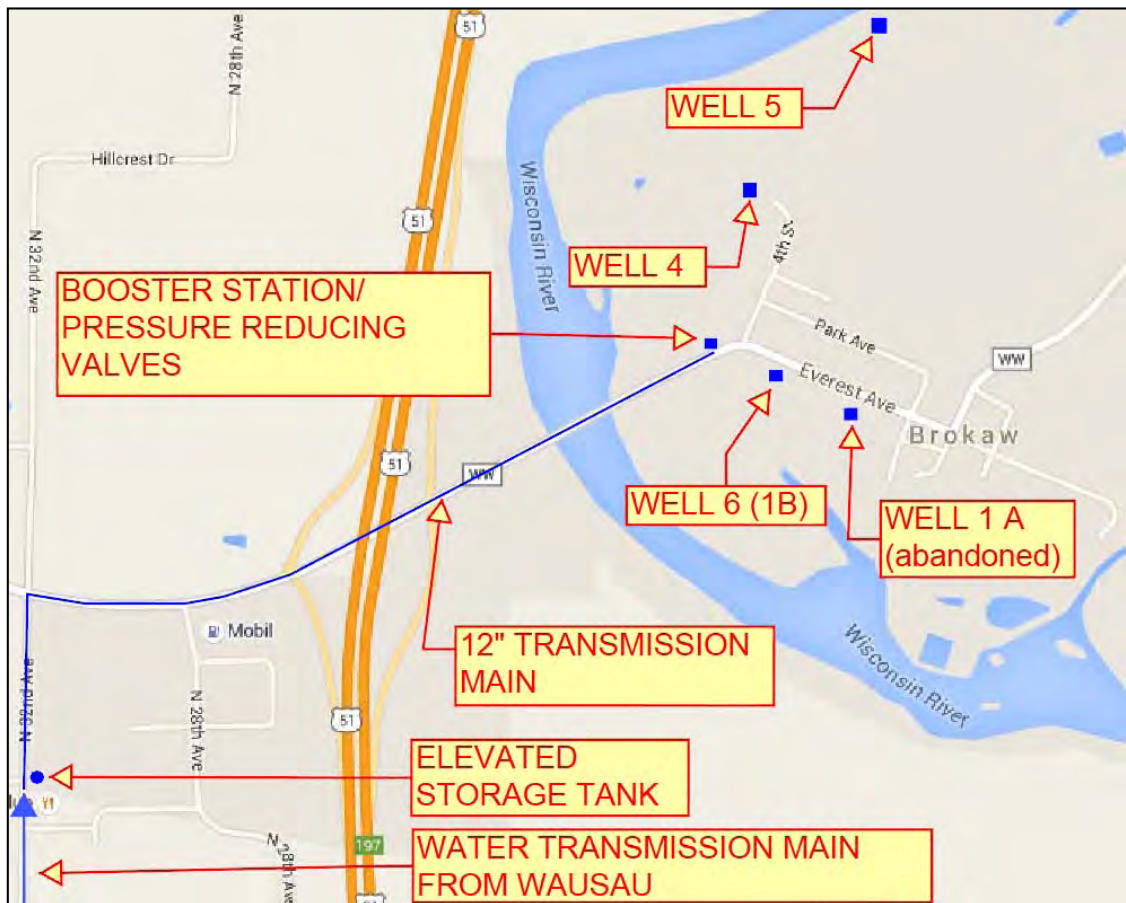
This study of Brokaw's infrastructure is being undertaken by the Village of Maine and the Town of Texas to understand the options available to "right-size" Brokaw's water system so that it is fiscally sustainable and to identify other infrastructure issues that may have fiscal consequences over the next several years. Recommendations for addressing these issues are provided as is a companion report outlining a funding strategy for those recommendations. This information will be submitted as part of a Cooperative Boundary Plan being submitted to the Wisconsin Department of Administration in February 2016.

2.0 Water Supply, Storage, and Distribution System

2.1. Existing Facilities Summary

The locations of the Village's water supply, storage and transmission facilities are shown in **Figure 2.1** below. A description of each facility follows Figure 2.1.

Figure 2.1 – Village of Brokaw Water Supply, Storage & Transmission Facilities Map



2.1.1. Water Supply

Currently, the Village is supplied with water from the City of Wausau Water Works. Water is supplied to the Village through a 12-inch diameter transmission main extending approximately 9,668 feet from a booster station, with three 250 gallons per minute (gpm) pumps, located on the north end of the City of Wausau. The booster station and transmission main were constructed in 2009. The transmission main is owned by the Village and the booster station is owned and operated by the City of Wausau.

Prior to water being supplied by the City of Wausau, the Village obtained its potable water from two groundwater wells. In addition, the Village owned two non-potable industrial wells which it operated to supply water to the local paper mill.

Well 1 A was one of the wells which was used to supply potable water for the Village prior to 2009. This 92 feet deep well located on Everest Avenue has a reported pumping capacity of 200 gallons per minute (gpm). Unfortunately, this well was contaminated by a leaking sulfite liquor tank and has been abandoned.

Well 1B (WDNR Well #6) is currently designated as an emergency backup water supply source for the Village. This 85 feet deep well located on Everest Avenue (near Well 1 A) has a reported pumping capacity of 250 gallons per minute (gpm). Water pumped from this well has contained high concentrations of total organic carbon, tannin and lignin. These substances reacted with chlorine added for disinfection and created concentrations of disinfection byproducts (trihalomethanes) exceeding the safe drinking standard of 80 micrograms per liter (ug/L). In addition, water from this well has been high in manganese. Prior to obtaining water from the City of Wausau, the Village pumped water from this well to a filtration plant to remove manganese. However, the plant was not able to remove enough total organic carbon from the water to meet the drinking water standard for disinfection byproducts. The filtration plant has since been demolished. The water main connecting this well to the Village's distribution system froze and broke in 2014. The main has not yet been repaired and the well cannot supply water to the distribution system.

Wells 4 & 5 are non-potable industrial wells. These wells are 143 and 138 feet deep respectively, are located on North 4th Street, and have reported pumping capacities of 1,300 and 1,600 gpm respectively. Water quality test results available on the WDNR webpage indicated that water from these wells was free of volatile organic compounds (VOCs) in 1987 and 1988. However, current water quality test information for these wells is not available. These wells pumped directly to the paper mill without the water entering the Village's potable water distribution system. Currently, Well 5 cannot be operated due an inoperable well pump. Well 4 has been used to provide bulk water sales to local construction contractors.

2.1.2. Water Storage

Water storage is provided by an elevated tank on the westside of the Village on N 32nd Avenue near the intersection of Fleet Drive and N 32nd Avenue. This steel spherical tank was constructed in 2004 and has a reported capacity of 200,000 gallons. Prior to construction of the elevated tank, five 150 gallon pressure tanks provided storage on the eastside of the system and a 50,000 gallon elevated tank provided storage on the Westside of the Village. The eastside elevated tank has since been demolished, but the five pressure tanks remain in a building near the 200,000 gallon elevated tank on the eastside. However, the pressure tanks are not connected to the distribution system.

2.1.3. Water Distribution System

The Village's distribution system includes piping ranging in size from four to eighteen inches in diameter. **Table 2.1.3** below shows the lengths of each size of main as reported by the Village to the Wisconsin Public Service Commission in 2014. Water

enters the distribution system on the eastside where the transmission main from the City of Wausau connects to the Village's distribution system near the elevated storage tank. A twelve inch diameter water transmission main connects the Westside of the Village's distribution system to the eastside. A portion of this transmission main is suspended on the CTH "WW" bridge crossing the Wisconsin River. Prior to the construction of the elevated tank on the eastside, a 650 gpm booster station near the intersection of CTH WW and 4th Street on the Westside of the Village boosted water from the eastside to the westside. Currently, pressure control valves at this booster station reduce the pressure on the eastside of the distribution system to acceptable levels.

Table 2.1.3 – Water Distribution Piping Summary Table

Diameter (inches)	Length (feet)	Percent of System
4	1,732	6.7%
6	7,072	27.6%
8	6,521	25.4%
10	3,919	15.3%
12*	6,418	25.0%
Potable Distribution System Total	25,662	100%
18**	3,946	
12 ***	9,668	
Total	39,276	

* Connects east and west sides of the Village

** From Well Nos. 4 & 5 directly to the paper mill. Not part of the potable water distribution system.

*** Transmission main from Wausau booster station.

2.2. Historical Water Sales

The historic water sales as reported to the Wisconsin Public Service Commission (WPSC) for the past four years are shown in **Table 2.2** and **Figure 2.2** below. The paper mill shut down operations in the spring of 2012. This event has significantly reduced water sales for the Village.

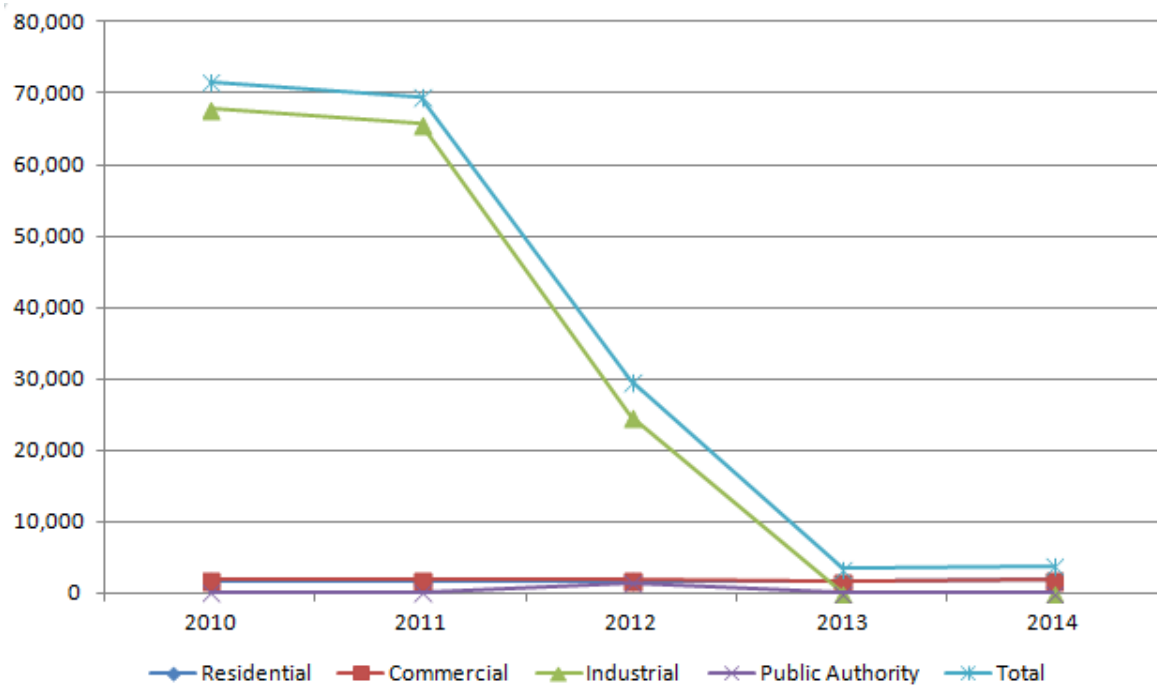
Table 2.2 – Historical Water Sales & Estimated Peak Hour Demand

Year	2014	2013	2012*	2011
Customer Type	(000's gallons)	(000's gallons)	(000's gallons)	(000's gallons)
Residential	1,843	1,556	1,675	1,570
Commercial	1,824	1,660	1,822	1,946
Industrial	26	78	24,738	65,778
Public Authority	126	179	1,532	223
Total	3,819	3,473	29,767	69,517
Average Daily (gpd)	10,463 gpd	9,515 gpd	81,553 gpd	190,458 gpd
Maximum Day (gpd)	20,000 gpd	23,000 gpd	237,000 gpd	237,000 gpd
Peak Hour (gpm)**	28 gpm	32 gpm	329 gpm	329 gpm

* Paper mill closed in the spring of 2012.

** Peak Hour Demand is estimated at 2x's the Maximum Day Water Sales.

Figure 2.2- Historical Annual Water Sales
(000's gallons)



2.3. Historical Number of Customers

The historic number of water customers as reported to the Wisconsin Public Service Commission (WPSC) for the past four years are shown in **Table 2.3** below. Besides the number of industrial customers, the number of customers has remained fairly constant over the past four years.

Table 2.3 – Historical Number of Customers

Year	2014 No. Customers	2013 No. Customers	2012 No. Customers	2011 No. Customers
Customer Type				
Residential	55	51	51	51
Commercial	15	15	15	15
Industrial	2	1	4	6
Public Authority	3	3	3	3
Total	75	70	73	75

2.4. Evaluation of Existing Water System Facilities

Based on the above water sales information presented in **Table 2.2** above, the following values will be considered the Village's current water demands and will be used to evaluate the water system facilities to meet the current water demands:

- Average Day Demand: 10,000 gpd
- Maximum Day Demand: 25,000 gpd
- Peak Hour Demand: 35 gpm

A 1,500 gpm fire flow demand available for a 2.0 hour duration is recommended and will be used to evaluate the adequacy of the existing water system. Typical recommendations for commercial areas given by the Commercial Risk Services (CRS) division of the Insurance Services Office (ISO) were considered in determining the above recommended fire flow demand.

The following Engineering Design Criteria will be used to evaluate the adequacy of the existing water system:

1. The peak hour demand should be provided by supply capacity.
2. The peak hour demand plus fire flow demand should be available from supply and storage capacity.
3. The average daily demand should be available from storage.

2.4.1. Water Supply Facilities

As mentioned above, currently water is supplied to the Village by the City of Wausau via a booster station and 12 inch diameter transmission main owned and operated by the City of Wausau. The booster station has three 250 gpm pumps for a total pumping capacity of 750 gpm.

Per the first engineering design criterion, the water supply facilities should be capable of meeting the peak hourly demand. The booster station capacity (750 gpm) is greater than the current peak hour demand (32 gpm). Therefore, the booster station has more than enough water supply capacity to meet the current water demands.

Given the length of the transmission main from Wausau to the Village (9,668 feet), and the current average daily demand (10,000 gpd), the detention time in the transmission main is approximately 6 days. A detention time of this length can lead to poor water quality as residual chlorine levels can become depleted after just a few days.

Well 1A:

Well 1A has been contaminated by sulfite liquor which leaked from a nearby above ground storage tank. The WDNR considers this condition a "Deficiency" and requires that the well be abandoned. Layne Christensen Company was abandoning the well on October 14, 2015 when observations were made for this report. The Village is currently abandoning this well as the contaminated water it pumps is unfit for human consumption.

Well 1B (WDNR #6):

This well currently is capable of pumping 250 gpm, and is the Village's backup well in case the supply from the City of Wausau was interrupted. The brick well house building is in good condition with energy efficient windows and a sound shingled roof. The interior of this building was remodeled after a fire in 2013. The well pump motor, auxiliary engine, valves, piping and disinfection equipment are in good repair. There are sections of the well discharge piping that are showing rust and are in need of repainting. The water system Supervisory Controls and Data Acquisition (SCADA) system master controls are located in this well house. The SCADA system is a modern CPU based system which monitors and controls Well 6, the booster pumps and elevated tank.

There is a peristaltic pump to feed chlorine for disinfection. This pump and the chlorine container it pumps from are located in the same room as the well pump and controls. The current register of Chapter NR 811 of the Wisconsin Administrative Code requires that disinfection equipment and containers are located in a chemical feed room separated from the well pump and control equipment room, and are provided with containment and ventilation. The WDNR considers this situation a "Non-Conforming Feature". If this well house were to be upgraded or substantially modified in the future, the WDNR may require a separate chemical feed room with tank containment and ventilation to be added at that time.

As mentioned in section 2.1.1 above, the water main connecting this well to the distribution system is broken. This main must be repaired, or another main constructed between the well house and the distribution system, to facilitate pumping into the Village's distribution system from this well. This condition is considered a "Deficiency" by the WDNR and must be repaired by 12/1/15 per the WDNR 2015 Sanitary Survey of the water system.

Groundwater pumped from this well has high concentrations of total organic carbon and manganese. This water would require treatment to reduce the total organic carbon and manganese to concentrations permitted by safe drinking water standards if

it were to become a permanent water supply well for the Village. In addition, this well is located in close proximity to the paper mill's sulfite liquor above ground storage tanks. The nearby Well 1A has been contaminated by sulfite liquor which leaked from one of these above ground storage tanks. There is a high probability that the plume of contamination could be pulled into Well 1B if the well was used as a permanent source of water for the Village. Contamination by sulfite liquor would make the water unfit for human consumption. Therefore, the use of this well as a permanent source of potable water for the Village is not advisable.

Wells 4 & 5:

These wells have reported pumping capacities of 1,300 and 1,600 gpm respectively. Each of these wells was constructed to provide non-potable water to the former paper mill.

The **Well 4** building is constructed of brick exterior with interior concrete block walls and a flat roof. There is a section of exterior brick and mortar at the southwest corner of the building that is in need of tuck pointing repair. There is one broken window that has been covered with plywood, and one of the glass window panes in the entrance door is broken. All windows have non-insulated single pane glass. This building was most likely constructed in 1968 when the well was drilled according to the WDNR well construction report. The well pump, piping, valves, and flow meter appeared to be in operable condition. The paint on the piping and valves appeared to be failing and in need of repainting. There is an auxiliary engine, but the gear drive and shaft connecting it to the well pump have been removed. Therefore, there is no emergency backup power source for the well. No disinfection equipment was observed on site.

Well 4 is located approximately 850 feet from the paper mill waste landfill. The current version of Chapter NR 812 of the Wisconsin Administrative Code requires a minimum separation distance of 1,200 feet between wells and existing or abandoned landfills. Therefore, if this well is considered for conversion to a potable water supply, it would not meet the minimum separation distance from the landfill.

The **Well 5** building is constructed of block walls and a flat roof. The roof fascia is constructed of wood which appears to be deteriorating. The window has non-insulated single pane glass. This building was most likely constructed in 1970 when the well was drilled according to the WDNR well construction report. The well pump, piping, valves, and flow meter appeared to be in operable condition. However, the water system operator indicated that the well pump had failed, is inoperable, and has not been repaired. There are some piping sections with failing paint and are in need of repainting. The well pump motor and variable frequency drive (VFD) appeared to be recent upgrades. There is no auxiliary engine or other means for an emergency backup power source for the well. No disinfection equipment was observed on site.

As mentioned above, the well pump is currently in operable. There is an extended abandonment agreement between the Village and WDNR which requires the well

pump to be fixed and a viable use be established for the well, or the well is abandoned within 120 days of August 8, 2019.

Well 5 is located approximately 210 feet from the paper mill waste landfill. As mentioned above, the current WDNR required separation distance between landfills and wells is 1,200 feet. Therefore, if this well is considered for conversion to a potable water supply, it would not meet the minimum separation distance from the landfill.

2.4.2. Water Storage Facilities

Storage is provided by an elevated tank with a capacity of 200,000 gallons, and overflow elevation equal to 1530.00 USGS Datum (109 ft ground to overflow). The interior and exterior of the elevated tank were observed from ground level. The extent of the exterior and interior dry paint systems which could be seen appeared to be in good condition. Per the WDNR 2015 Sanitary Survey report, Lane Tank Company conducted a partial drain down inspection of the wet interior of the tank in April, 2015. The inspection revealed little ice damage to the interior of the tank. The operating volume is currently set to 90,000 gallons which provides slightly over 40 psi static pressure in the westside pressure zone.

Per the second engineering design criterion, the peak hourly demand plus fire flow should be available from water supply and storage.

Peak Hourly Demand:	35 gpm
Fire Flow:	+ 1,500 gpm
Booster Pumps Capacity:	<u>- 750 gpm</u>
Rate Required from Storage:	785 gpm

Volume Required from Storage:
 $(785 \text{ gpm})(2.0 \text{ hrs})(60 \text{ min/hr}) = 94,200 \text{ gallons}$

The Village presently has 200,000 gallons of total storage with the elevated tank completely full. Since the tanks are usually not operating completely full, the "effective" storage is considered to be 80% of total storage. This leaves approximately 160,000 gallons of available "effective" storage. With all three of the Wausau booster pumps in operation, 94,200 gallons of storage is required to satisfy Criterion No. 2. The effective elevated storage of 160,000 gallons is greater than the required 94,200 gallons.

In some communities, such as the Village of Brokaw, it is difficult to provide the high fire flow required for commercial and industrial areas when low average daily demand exists. A large amount of storage may be required to provide the fire flow if the community has a low well/supply capacity. However, storage should not appreciably exceed the average daily demand due to freezing and water quality concerns. In these cases, it is recommended that storage be paced with average daily demand and/or additional well capacity is added.

The third criterion is also used to check the adequacy of the system's total storage. It recommends the average daily demand to be available from storage. The current average daily water demand is 10,000 gpd. This demand is 190,000 gallons less than the current total storage available (200,000 gallons). This is an appreciable surplus of storage which results in a storage detention time of 20 days. The total detention time considering the volume of the transmission main from Wausau and the elevated tank is 26 days. This situation can lead to freezing and water quality issues. The Village currently has the elevated tank high water level set as low as possible in an attempt to match the storage volume (90,000 gallons) more closely to the average daily demand. However, this minimized storage volume is still nine times the average daily demand which results in a detention time of nine days. This condition has required the Village to flush water from the system to reduce the chances of freezing in the winter and poor water quality in the warm months.

2.4.3. Water Distribution System

A little over half (53%) of the potable water distribution system is composed of six and eight inch diameter water mains. Ten inch and twelve inch diameter mains compose approximately 15% and 25% of the distribution system respectively. Four inch diameter mains make up 6.7% of the distribution system. The four inch and six inch mains are located in the older eastside of the system. The newer westside has a minimum main size of 8 inches. The minimum size of newly constructed water main allowed to provide fire protection and serve fire hydrants per Wisconsin Administrative Code NR811.70(5) is six inches. Typically, water mains larger than six inches in diameter are needed to provide the required fire flow while maintaining a minimum residual system pressure of 20 psi. A grid of large diameter (10" and larger) mains should exist between supply sources, storage facilities, and high demand commercial and industrial users as well as structures with higher recommended available fire flows. Therefore, the Village should be working to replace the older four and six inch mains with at least eight inch mains.

Water main breaks during the spring of 2014 have required the Village to valve off water main in East Street from 1st Street to 2nd Street. This situation creates dead end mains on 1st and 2nd Streets. These dead end mains do not have hydrants as required by Wisconsin Administrative code. Dead end mains can have long detention times, which can result in poor water quality. Also, dead end mains decrease flow through the system. If a break occurs in one of these mains, the area served by it is cut off from the rest of the system. Repairing or looping these dead end mains to other mains in the system can prevent water quality and reliability concerns. The WDNR has designated this condition as a "*deficiency*" which must be corrected by 12/1/16.

An indication of the distribution systems adequacy is its ability to provide recommended fire flows. The Village had fire flow tests conducted several years ago. Unfortunately, the test reports were destroyed in a fire at Well 6. The system operator's recollection of the test results is that a few hydrants on the eastside of the system could provide around 500 gpm (WDNR minimum required) with the remaining hydrants providing less than 500 gpm. Higher available fire flow is expected on the westside due to close proximity to

the elevated tank and minimum main size of 8 inches. Fire flow tests need to be conducted to determine the actual fire flow available from the distribution system.

2.4.4. Summary of Water Supply, Storage, and Distribution System Deficiencies and Operational Difficulties

1. Water provided by Well 6 on the Village's eastside has high concentrations of organic carbon which combines with chlorine used for disinfection to create disinfection byproducts at concentrations that exceed water quality standards. In addition, water from this well has been high in manganese. Therefore, this well cannot be used as a permanent potable water supply source without treatment. In addition, this well is located near the plume of sulfite liquor contamination.
2. Wells 4 & 5 are non-potable industrial wells, and due to their construction and proximity to a landfill, cannot be used as potable water supply sources.
3. Due to the current average daily water demand, the detention time in the transmission main from Wausau, elevated storage and the distribution system is close to a month.¹ This condition requires the Village to flush water from the system to prevent water quality and freezing problems. The Village purchases this flushed water from Wausau, but cannot collect revenues from metered customers for this unsold water.
4. The existing 200,000 gallon elevated tank provides more than enough effective storage (80% = 160,000 gallons) to have the peak hourly demand (35 gpm) plus recommended fire flow (1,500 gpm) available from water supply and storage. However, the elevated tank volume is twenty times the average daily demand which results in water quality and freezing problems due to the long detention time.
5. There is four inch water main in the eastside of the distribution system. In order to provide adequate flows, the minimum size of newly constructed water main allowed to provide fire protection and serve fire hydrants per Wisconsin Administrative Code NR811.70(5) is six inches.
6. The majority of water main on the eastside of the village is old six inch. Typically, water mains larger than six inches in diameter are needed to provide the recommended fire flows while maintaining the minimum required residual system pressure of 20 psi. However, fire flow tests need to be conducted to determine the actual fire flow available from the distribution system. Six inch mains in areas found to have insufficient fire flow should be replaced with at least eight inch diameter mains.
7. Water main breaks during the spring of 2014 have required the Village to valve off water main in East Street from 1st Street to 2nd Street creating dead end mains on 1st and 2nd Streets. The WDNR has designated this condition as a "*deficiency*" which must be corrected by 12/1/16.

¹ Village of Brokaw Public Utilities Evaluation, MTS Consulting Engineers, March 18, 2015.

8. The water main connecting Well 6 to the distribution system was broke during the spring of 2014. This condition is considered a "*Deficiency*" by the WDNR and must be repaired by 12/1/15.
9. The eastside of the Village does not have water storage facilities and the emergency backup well (Well 6) is not connected to the distribution system. This condition leaves the eastside without a water source or storage facility should the single transmission main from the westside that is suspended on the bridge crossing the river be disconnected due to freezing or other damage.

2.5. Alternatives to Address Water Supply, Storage & Distribution System Deficiencies and Operational Difficulties

1. **Keep the Status Quo**: The consequences of continued operation under the current system conditions are as follows:
 - Poor water quality due to excessively long detentions times.
 - Freezing in the elevated tank and water mains due to excessively long detention times.
 - Economically unsustainable flushing of water purchased from Wausau, but not sold to customers due to excessively long detention times.
 - No back-up water supply source because Well 6 is not connected to the distribution system and the necessary treatment equipment is no longer in place.
 - Stagnation and low available fire flows in several dead end water mains caused by unrepaired water main breaks.

The cost of this alternative is the present worth value of the annual cost (\$38,000) for flushed/wasted water to prevent freezing and poor water quality over 20 years.

Alternative No. 1 Components & Opinion of Probable Costs

<u>Components Description</u>	<u>Option of Probable Cost</u>
• <u>Flushed/wasted Water</u>	<u>\$ 578,000</u>
Total Estimated Cost:	\$ 578,500

2. **Abandon Elevated Tank, Reconnect Pressure Tanks & New Well**: The final decision issued by the Wisconsin Public Service Commission (WPSC) on 12/23/15 regarding the Village's request to increase water rates included suggestions for modifying the water system to operate more efficiently with lower demand. The PSC's suggestions included switching back to using the currently disconnected hydropneumatic (pressure) tanks, abandoning use of the now oversized elevated tank, boosting chlorine levels in the water instead of flushing large amounts of water, and requesting customers to run tap water during the winter to address winter freezing in the distribution system.

In addition to the WPSC suggestions above, two dry hydrants drawing from the Wisconsin River could be constructed to provide a water source for fire fighting since elevated tank storage for fire flow would not be available under this alternative. Dry hydrants consist of a screened pipe placed below the water surface, horizontal piping to a nearby roadway, and a vertical pipe with a fire hose connection for fire tanker/pumper truck connection. Construction of a minimum of two dry hydrants is recommended for reliability and filling of at least two tanker/pumper trucks at a time.

Another component to make this alternative more viable would be the addition of a new well. If a new well were constructed, the transmission main from the City of Wausau could be used only in emergencies to provide fire flow and a back up water source to the well. A local well would eliminate the detention time in the water transmission main (6 days) improving water quality and most likely eliminating the need for the WPSC suggested chlorine booster station. Presuming a pumping capacity of 500 gpm, and a location on the eastside, the estimated cost of constructing a new well facility is approximately \$690,000. The estimated cost include geophysical study, test well, aquifer and water quality testing, well site investigation report, construction of the production well, well house, SCADA system updates, and water transmission main to the distribution system. The estimated costs of the well houses include the well pump, separate chemical feed room, piping, valves and controls.

It should be mentioned that this alternative requires the modifying the forty year whole sale water agreement with the City of Wausau Water Works for emergency water sales only. Discussions with the City of Wausau Water Works are recommended to determine if they would be agreeable to modifying the agreement for emergency service only.

This alternative, as well as those that follow, should include repair of water main breaks which occurred during spring of 2014. Presuming that 600 feet of water main on 1st Street and East Street needs to be replaced, the estimated cost to make these repairs is approximately \$90,000.

Also, this alternative and those that follow include the abandonment of Well 6. This well is currently allowed for emergency back up only due to the quality of water it produces. A replacement well is included in this, and following, alternatives. Since the water system master SCADA panel is located at Well 6, it is recommended that the building would remain. Based on the cost to abandon Well 1B, an estimated cost to abandon Well 6 is approximately \$20,000.

This alternative, as well as those that follow, should include a water main replacement project that replaces the four inch and six inch water main as needed to provide the recommended available fire flow throughout the system is recommended. A water system model could be created and used to determine the most economical water main replacement plan. Fire flow tests will need to be conducted to determine the actual fire flow available from the distribution system and to calibrate the water system model. The estimated cost

to develop a water system computer model is \$7,500. Presuming that the four inch mains in 2nd Street are replaced with eight inch mains, and all of the six inch mains on Everest Avenue are replaced with ten inch mains, the estimated replacement cost is \$421,000.

A summary of components and opinion of probable cost for this alternative follows.

Alternative No. 2 Components & Opinion of Probable Costs

Components Description	Option of Probable Cost
• Reconnect Pressure Tanks	\$ 5,000
• Demolishing Elevated Tank	\$ 40,000
• Well Site Search, Test Well & Investigation Report	\$ 65,000
• Eastside Well & Wellhouse	\$ 550,000
• Eastside Well Transmission Main	\$ 75,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• <u>Replace Water Mains</u>	<u>\$ 421,000</u>
Total Estimated Cost:	\$1,293,500

3. **Lower Elevated Tank Water Level, Booster Station & Two New Wells:** The major components of this alternative include lowering the water level in the elevated tank to 25,000 gallons, constructing a booster station, constructing two new water supply wells, and abandoning use of the existing water transmission main from Wausau.

The high water level in the elevated tank could be set such that the maximum water volume in the tank is 25,000 gallons which would provide 2.5 days of storage at the current average daily demand (10,000 gpd). The lower water level would result in static pressures less than the NR 811 required minimum of 35 psi. However, a booster station could be installed adjacent to the elevated tank to boost system pressures back to the acceptable values. The five 150 gallon existing pressure tanks located in the building next to the elevated tank could be placed back in operation to ensure proper cycle times for the new booster station pumps.

The two wells would eliminate reliance upon water from the City of Wausau, and the transmission main could be abandoned. This option would eliminate the detention time in the water transmission main (6 days) improving water quality. Also, if one well is constructed on the westside of the Village and one on the eastside, then each side of the Village would have an independent water supply source. This would eliminate concerns with one side of the Village being cut off from supply if the water main across the river was out of service. Presuming a pumping capacity of 500 gpm, and a location on the westside, the estimated cost of constructing a new well facility is approximately \$795,000. If a

suitable well site with acceptable water quality is found on the eastside of the Village the estimated cost to construct a new well facility is approximately \$690,000. These estimated costs include geophysical study, test well, aquifer and water quality testing, well site investigation report, construction of the production well, well house, SCADA system updates, and water main connection to the distribution system. The estimated costs of the well houses include the well pump, separate chemical feed room, piping, valves and controls.

This alternative requires the termination of the forty year whole sale water agreement with the City of Wausau Water Works. Per the terms of the agreement, the agreement may be terminated prior to forty years if both parties agree. However, discussion with the City of Wausau Water Works is recommended to determine if there would be any costs associated with terminating the agreement prematurely.

A summary of components and opinion of probable cost for this alternative follows.

Alternative No. 3 Components & Opinion of Probable Costs

<u>Components Description</u>	<u>Option of Probable Cost</u>
• Reconnect Pressure Tanks	\$ 5,000
• Booster Station	\$ 320,000
• Well Site Search, Test Well & Investigation Report	\$ 65,000
• Eastside Well & Wellhouse	\$ 550,000
• Eastside Well Transmission Main	\$ 75,000
• Well Site Search, Test Well & Investigation Report	\$ 65,000
• Westside Well & Wellhouse	\$ 690,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• <u>Replace Water Mains</u>	<u>\$ 421,000</u>
Total Estimated Cost:	\$2,368,500

4. **Lower Elevated Tank Water Level, Booster Station & One New Well:** This alternative is similar to Alternative #3 in that it includes lowering the water level in the elevated tank to 25,000 gallons, and constructing a booster station. However, it proposes constructing only one new water supply well, and keeping the existing water transmission main from Wausau for emergency supply only.

This alternative requires the modifying the forty year whole sale water agreement with the City of Wausau Water Works for emergency water sales only. Discussions with the City of Wausau Water Works are recommended to determine if they would be agreeable to modifying the agreement in this fashion.

A summary of components and opinion of probable cost for this alternative follows.

Alternative No. 4 Components & Opinion of Probable Costs

Components Description	Option of Probable Cost
• Reconnect Pressure Tanks	\$ 5,000
• Booster Station	\$ 320,000
• Well Site Search, Test Well & Investigation Report	\$ 65,000
• Eastside Well & Wellhouse	\$ 550,000
• Eastside Well Transmission Main	\$ 75,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• <u>Replace Water Mains</u>	<u>\$ 421,000</u>
Total Estimated Cost:	\$1,573,500

5. **Increase Elevated Tank Height & One New Well:** The major components of this alternative include raising the height of the elevated tank such that a maximum of 25,000 gallons is available at acceptable system pressures, constructing one new water supply well, and keeping the existing water transmission main from Wausau for emergency use only.

Concepts to modify the existing tank to reduce its volume, such as replacing the sphere, installing a baffle wall, filling part of the sphere, or raising the tank, were discussed with several elevated tank design, manufacturing and modification companies. Raising the elevated tank to reduce the storage volume and still maintain minimum system pressures was the only technically feasible alternative. Per discussion with Phoenix Fabricators and Erectors, the existing elevated tank could be raised such that a minimum system pressure of 40 psi could be maintained with a maximum storage volume of 25,000 gallons.

This alternative requires the modifying the forty year whole sale water agreement with the City of Wausau Water Works for emergency water sales only. Discussions with the City of Wausau Water Works are recommended to determine if they would be agreeable to modifying the agreement in this fashion.

Alternative No. 5 Components & Opinion of Probable Costs

Components Description	Option of Probable Cost
• Raise Elevated Tank	\$ 345,000
• Well Site Search, Test Well & Investigation Report	\$ 65,000
• Eastside Well & Wellhouse	\$ 550,000
• Eastside Well Transmission Main	\$ 75,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000

• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• <u>Replace Water Mains</u>	<u>\$ 421,000</u>
Total Estimated Cost:	\$1,593,500

6. Increase Elevated Tank Height, Two New Wells & Abandon Wausau Transmission

Main: The major components of this alternative include raising the height of the elevated tank such that a maximum of 25,000 gallons is available at acceptable system pressures, constructing two new water supply wells, and abandoning the existing water transmission main from Wausau.

As discussed in Alternative 5 above, the existing elevated tank could be raised such that a minimum system pressure of 40 psi could be maintained with a maximum storage volume of 25,000 gallons.

The two wells would eliminate reliance upon water from the City of Wausau, and the transmission main could be abandoned. This option would eliminate the detention time in the water transmission main (6 days) improving water quality. Also, if one well is constructed on the westside of the Village and one on the eastside, then each side of the Village would have an independent water supply source. This would eliminate concerns with one side of the Village being cut off from supply if the water main across the river was out of service.

Presuming a pumping capacity of 500 gpm, and a location on the westside, the estimated cost of constructing a new well facility is approximately \$795,000. If a suitable well site with acceptable water quality is found on the eastside of the Village the estimated cost to construct a new well facility is approximately \$690,000. These estimated costs include geophysical study, test well, aquifer and water quality testing, well site investigation report, construction of the production well, well house, SCADA system updates, and water main connection to the distribution system. The estimated costs of the well houses include the well pump, separate chemical feed room, piping, valves and controls.

This alternative requires the termination of the forty year whole sale water agreement with the City of Wausau Water Works. Per the terms of the agreement, the agreement may be terminated prior to forty years if both parties agree. However, discussion with the City of Wausau Water Works is recommended to determine if there would be any costs associated with terminating the agreement prematurely.

A summary of components and opinion of probable cost for this alternative follows.

Alternative No. 6 Components & Opinion of Probable Costs

Components Description	Option of Probable Cost
• Raise Elevated Tank	\$ 345,000
• Well Site Search, Test Well & Investigation Report	\$ 65,000
• Eastside Well & Wellhouse	\$ 550,000
• Eastside Well Transmission Main	\$ 75,000
• Well Site Search, Test Well & Investigation Report	\$ 65,000
• Westside Well & Wellhouse	\$ 690,000
• Westside Well Transmission Main	\$ 40,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• Replace Water Mains	\$ 421,000
Total Estimated Cost:	\$2,388,500

**Table 2.5 – Water Supply, Storage & Distribution Systems Improvements
Alternatives Comparison Table**

Option Number	Option Name	Benefits	Cons	Estimated Construction Cost*	Water System Detention Time (days)
1	Status Quo	No Construction Costs	Poor water quality Freezing problems Economically unsustainable water wasting No water supply backup Stagnation & low fire flows due to dead end mains	\$ 578,000	30
2	Abandon Elevated Tank, Reconnect Pressure Tanks & One New Well	Improves water quality by eliminating elevated tank. Eliminates freezing concerns in elevated tank. Reduces need to flush water. New well provides back-up supply. Distribution system circulation improvement, better fire flows & fewer dead-end mains.	Significant estimated construction cost. Loose available fire flow storage due to abandonment of elevated tank. Loose elevated tank storage for potential future service areas. No back up supply for both sides of Village.	\$ 1,293,500	10
3	Lower Elevated Tank Water Level, Booster Station & Two New Wells	Improves water quality by maintaining appropriate volume & detention time (2.5 days) in elevated tank. Reduces freezing problems. Reduces need to flush water to waste. Two wells provide redundant backup supply for both sides of Village. Keeps existing elevated tank. Distribution system circulation improvement, better fire flows & fewer dead-end mains.	Significant estimated construction cost.	\$ 2,368,500	6.5
4	Lower Elevated Tank Water Level, Booster Station & One New Well	Improves water quality by maintaining appropriate volume & detention time (2.5 days) in elevated tank. Reduces freezing problems. Reduces need to flush water to waste. One new well provides backup supply. Keeps existing elevated tank. Distribution system circulation improvement, better fire flows & fewer dead-end mains.	Significant estimated construction cost. No back up supply for both sides of Village.	\$ 1,573,500	6.5

Option Number	Option Name	Benefits	Cons	Estimated Construction Cost*	Water System Detention Time (days)
5	Increase Elevated Tank Height & One New Well	<p>Improves water quality by maintaining appropriate volume & detention time (2.5 days) in elevated tank.</p> <p>Reduces freezing problems.</p> <p>Reduces need to flush water to waste.</p> <p>One new well provide backup supply.</p> <p>Keeps existing elevated tank.</p> <p>Allows larger potential future service areas.</p> <p>Distribution system circulation improvement, better fire flows & fewer dead-end mains.</p>	<p>Significant estimated construction cost.</p> <p>No back up supply for both sides of Village.</p>	\$ 1,593,500	6.5
6	Increase Elevated Tank Height & Two New Wells	<p>Improves water quality by maintaining appropriate volume & detention time (2.5 days) in elevated tank.</p> <p>Reduces freezing problems.</p> <p>Reduces need to flush water to waste.</p> <p>Two wells provide redundant backup supply for both sides of Village, and allows abandonment of Wausau Transmission Main.</p> <p>Keeps existing elevated tank.</p> <p>Allows larger potential future service areas.</p> <p>Distribution system circulation improvement, better fire flows & fewer dead-end mains.</p>	Highest estimated construction cost alternative.	\$ 2,388,500	6.5

Table Note: * Alternative #1 (Status Quo) Estimated Construction Cost is the present worth value of the annual cost (\$38,000) for flushed/wasted water to prevent freezing and poor water quality over 20 years.

3.0 Wastewater Collection and Treatment Facilities

3.1. Existing Facilities Summary

3.1.1. Wastewater System WDNR WPDES Permit

The most recent Wisconsin Pollutant Discharge Elimination System (WPDES) permit (No. WI-0022136-08-0) issued by the Wisconsin Department of Natural Resources (WDNR) to the Village of Brokaw was issued on April 1, 2009. This permit establishes requirements for wastewater treatment facility (WWTF) influent and effluent sampling, monitoring, and reporting; WWTF operation; waste sludge disposal; and wastewater collection system maintenance. The permit expired March 31, 2014, and the WDNR has not yet issued a new permit. However, the Village still needs to comply with requirements of the current permit.

Permit Required WWTF Reporting: The reports that need to be submitted to the WDNR per the WPDES permit are shown in Table 3.1.1 below.

Table 3.1.1 – WPDES Permit Required Reporting

Report	Due Date
Wastewater Discharge Monitoring Report	Monthly
Compliance Maintenance Annual Report (CMAR)	June 30 th Annually
General Sludge Management Form 34500-48	Prior to any significant sludge management change.
Characteristic Form 3400-49 and Lab Report	January 31 following each year of analysis
Land Application Report Form 3400-55	January 31 following each year sludge is land applied
Report Form 3400-52	January 31 following each year sludge is land applied

Permit Required Collection System Maintenance: The WPDES permit requires that the Village inspect 20% of the manholes each year and list the defects found, and clean and televise 20% of the collection system sewers every two years and list defects found. The Village is required to submit a Collection System Maintenance Report annually that includes the results of manhole inspections and sewer televising, defects repaired, and remaining defects to be repaired.

3.1.2. Collection System

The collection system consists of a series of collection mains, manholes, two lift stations and their force mains. The collection system is divided into east and west sub-collection systems divided by the Wisconsin River. An 8" sewer suspended under the bridge over the river conveys wastewater from the westside to the eastside. The Village's wastewater treatment facility is located at the east end of Everest Avenue on the Village's eastside.

Based on the sanitary sewer system maps of the east and west sides of the Village, it appears that all of the sanitary mains are 8 inches in diameter. The more recently constructed sewers on the westside of the Village are plastic (PVC), while the majority of the sewers eastside are clay.

Everest Avenue Wastewater Pumping Station: The collection system includes a pumping station at the southwest corner of the intersection of 2nd Street and Everest Avenue. This station is composed of a wet well and dry well. The dry well is accessed through a manhole in the sidewalk and houses two pumps, valves, piping, and the controls. The pumps draw wastewater from the separate wet well and pump through a 4-inch diameter force main to a sanitary manhole east of the intersection of 1st Street and Everest Avenue. From there, wastewater flows by gravity to the Village's wastewater treatment facility at the east end of Everest Avenue.

4th Street Wastewater Pumping Station: There is a second pumping station in the collection system located on 4th Street north of the intersection of Park Avenue and 4th Street. This is a grinder station that serves four homes on 4th Street and discharges through 1 1/2" piping into 8" gravity sewer main at the grinder station manhole. This gravity main conveys the pumped wastewater south along 4th street and then into the rest of the Village's eastside collection system. Controls for this station are located in a weather-proof enclosure mounted on a power pole adjacent to the station on the westside of 4th Street.

3.1.3. Wastewater Treatment Facility

The Village's wastewater treatment facility (WWTF) is located at the east end of Everest Avenue. Preliminary treatment is provided by a comminutor, and secondary treatment is provided by an activated sludge packaged plant. The package plant has aeration basins encompassing a circular clarifier in the middle for solids removal. The packaged plant is covered by a fiberglass dome. The positive displacement aeration blowers are located in the lower level of the control building. There is a sludge settling tank just south of the packaged plant. Currently, the Village is receiving holding and septic tank waste from local haulers. This waste is pumped from the trucks and into the sludge settling tank. Decant from this tank is pumped to the head of the treatment plant. Treated effluent is discharged into a small side branch of the Wisconsin River.

3.2. Evaluation of Existing Wastewater Collection and Treatment Facilities

3.2.1. Collection System

The older eastside of the collection system is composed of 8" clay piping and brick/block manholes. The Village has completed closed circuit television (TV) inspections of the entire eastside of the collection system. Per TV inspections, there are several areas with invasive roots and infiltration of ground water through pipe joints. The TV inspections have revealed low spots in the main at the east end of Everest Avenue

near the WWTF. The Village has repaired a 60 feet long section of this main, but additional repairs/replacements are needed.

The Village has a manhole inspection program with periodic routine manhole inspections. Per these inspections, at least six manholes on the eastside of the collection system are in need of repair or replacement due to deteriorating conditions.

Per the Village's inspections of sewer piping and manholes on the westside, the newer PVC sanitary sewer and precast concrete manholes are in good condition. There is a 900 foot section of sanitary sewer on the westside that has not been inspected due to access issues.

Collection System Capacity: Sewerage from the westside is conveyed to the west end of the sewer main in Everest Avenue on the eastside. Also, the eastside of the Village drains to the sewer main in Everest Avenue. Therefore, the sewer main in Everest Avenue is the primary, or interceptor, sewer conveying wastewater to the WWTF. There is a pumping station on Everest Avenue near the Everest Avenue/2nd Street intersection. Wastewater is pumped from this station to gravity sewer at the east end of Everest Avenue which flows to the WWTF. The limiting capacity sewer section on Everest Avenue prior to the lift station has a slope of 0.38% and a corresponding capacity of 0.74 cubic feet per second (cfs). The Everest Avenue Pumping Station capacity is evaluated in the paragraph below. The limiting capacity sewer section on Everest Avenue downstream of the lift station is at a 0.50% slope and has a capacity of 0.85 cfs. A somewhat conservative estimate of the peak flow to the Everest Avenue interceptor sewer can be made by estimating the peak flow received at the WWTF. An estimate of the peak flow received at the WWTF can be made by applying a peaking factor of 4.0 to the average daily flows measured at the WWTF. Flows to the WWTF have been trending upward over the past three years. The highest estimated peak flow in the year 2014 is 0.64 cfs. The limiting capacity of the Everest Avenue Interceptor (0.74 cfs) is greater than this highest estimated peak flow of 0.64 cfs. Therefore, the Everest Avenue Interceptor has an available additional capacity of 0.10 cfs. This available capacity could be increased if steps are taken to reduce the source of clear water infiltration and inflow into the collection system.

Everest Avenue Wastewater Pumping Station:

This duplex (two pumps) pumping station is approximately 50 years old. The expected service life of the structural components of this type of lift station is thirty to forty years. One of the pumps was replaced four years ago, while the other pump is approximately ten years old. The expected service life of the pumps is 15 to 20 years. Per observations made by the Village's operator, this station is in need of replacement due to deteriorated piping, valves, and the structure. The cast iron force main is approximately 50 years old. The expected service life of buried cast iron piping is 50 to 75 years depending on the corrosiveness of the soil, ground water, and pumped sewerage.

The reported capacities of the two pumps in the Everest Avenue Station are 100 gallons per minute (gpm) and 150 gpm for Pumps Nos. 1 & 2 respectively. Per Chapter NR 110 of Wisconsin Administrative Code, the pumping station capacity with the largest pump out of service (the firm capacity) must meet the peak flow to the station. Therefore, the firm pumping capacity of the station is 100 gpm (0.22 cfs). This station receives flow from the entire westside of the Village and approximately 75% of the westside of the Village. A somewhat conservative estimate of the peak flow to the station can be made by estimating the peak flow received at the WWTF. An estimate of the peak flows received at the WWTF was explained in the "Collection System Capacity" paragraph above. There have been four months in the year 2014 in which the estimated peak flow to the WWTF (0.46, 0.64, 0.48 & 0.25 cfs) has exceeded the firm capacity of the Everest Avenue Pumping Station (0.22 cfs). The Village's operator mentioned that during the spring when infiltration and inflow into the collection system is high, the pumping station operates with both pumps and has difficulty keeping up with the influent flow. Per the year 2012 and 2014 Compliance Maintenance Annual Reports (CMARs), the Village has reported that this station has failed once each of these years. Therefore, it appears that this lift station has insufficient firm pumping capacity to convey the peak flows that it receives during wet weather conditions.

4th Street Wastewater Pumping Station: The pump in this simplex pumping station is approximately four years old. The expected service life of grinder pumps is 5 to 10 years. NR 110.14 of the Wisconsin Administrative Code allows up to 25 residential units to be served by a single grinder pump. However, typically grinder stations include two pumps so that if one pump fails, wastewater can still be pumped by the second pump. This station does not include any valves on the discharge piping. Typically, a pumping station will include a check valve and a shut-off valve on the discharge piping to prevent the force main from draining back into the wet well, and to facilitate pump removal respectively.

The reported pumping capacity of this station is 50 to 75 gpm. Considering the four single family home service area, and using typical wastewater generation and peaking factors, the pump in this station has adequate capacity to meet the estimated peak flow to the station.

3.2.2. Wastewater Treatment Facility

The equipment and structures at the WWTF appeared to be well maintained and in good condition. One of the blowers was observed to be leaking oil. If this condition continues and the proper amount of oil is not maintained in the blower, it could lead to premature failure of the blower.

Per documents provided by the WDNR, the average annual design flow of the WWTF is 34,600 gpd (0.0346 MGD), the maximum monthly design flow is 73,000 gpd (0.073 MGD), and the design biochemical oxygen demand (BOD) load is 52 lbs/day.

A review of the Compliance and Annual Maintenance Reports submitted to the WDNR over the past three years shows that influent flows and BOD loads received at the WWTF have been trending upward. **Table 3.2.2 – WWTF Influent Flows & BOD Loadings** can be found in the **Appendix**.

The average annual daily flow has gone from 11,833 gpd in 2012 to 24,067 gpd in 2013 and to 44,042 in 2014. There have been three months in 2014 (February, March & April) where the average monthly flow has exceeded the maximum monthly design flow of 0.073 MGD. This increasing trend in influent flows may be caused by increased amounts of infiltration and inflow in the wet weather spring months. Also, with the recent (2012) closing of the paper mill, customers have been running water to drains prevent freezing water supply pipes in the winter and to address water quality concerns in the summer due to the current over supply and storage condition. This additional clear water may be causing the increased influent flows to the WWTF over the past three years.

Similarly, influent BOD loads to the WWTF have been trending up over the past three years. The average annual daily BOD loading has increased from 29 lbs/day in 2012 to 59 lbs/day in 2013 and to 63 lbs/day in 2014. The average annual BOD loadings for 2013 (59 lbs/day) and 2014 (63 lbs/day) have exceeded the design BOD loading (52 lbs/day). The average monthly BOD loadings have exceeded the design BOD loading 16 months during the years 2013 to 2014. This increase in BOD loading may be attributed to the Village receiving increased amounts of septic and holding tank waste at the WWTF in an effort to compensate for the increased clear water received at the WWTF.

There were not permit effluent limit exceedances reported to the WDNR in the year 2012. However, there were monthly BOD limit exceedances in February, March, May and December, and a Total Suspended Solids (TSS) limit exceedance in December of 2013. In 2014, there were monthly BOD limit exceedances in January and February.

Per reporting documents provided by the WDNR, the WWTF has experienced difficulty maintaining the correct food to microorganism (F/M) ratio which has lead to effluent limit exceedances for BOD, total suspended solids (TSS) and pH. In the winter, this operational difficulty could be caused by the amount of clear water that the WWTF receives due to customers running water in an effort to prevent freezing. Thereby diluting the amount of food (organics) needed. Although septic and holding tank waste is received at the WWTF to increase the food and counter act the clear water dilution, the nature of this waste could plays a part in this operational difficulty. The strength of this waste can vary and is typically stronger than wastewater from the collection system. If not added gradually, this waste can upset the proper F/M ratio by introducing too much food. In addition, holding tank waste can sometimes contain substances that are toxic to the microorganisms in the WWTF's aeration tanks which can lead to too few microorganisms necessary for proper treatment.

3.2.3. Summary of Wastewater Systems Deficiencies and Operational Difficulties

1. The older eastside of the collection system is composed of 8" clay piping. Per TV inspections completed by the Village, there are several areas with invasive roots and infiltration of ground water through pipe joints.
2. TV inspections completed by the Village have revealed low spots in the sanitary sewer main at the east end of Everest Avenue near the WWTF. The Village has repaired a 60 feet long section of this main, but additional repairs/replacements are needed.
3. The older eastside of the collection system has brick/block manholes. Per inspections completed by the Village, at least six manholes on the eastside of the collection system are in need of repair or replacement due to deteriorating conditions.
4. There is a 900 feet section of sanitary sewer on the westside that has not been inspected due to access issues.
5. Everest Avenue Wastewater Pumping Station: This duplex (two pumps) pumping station is approximately 50 years old with an expected service life of thirty to forty years. Per observations made by the Village's operator, this station is in need of replacement due to deteriorated piping, valves, and the structure. Comparing the pumping capacity to the estimated peak flows to this station indicate that it has insufficient capacity for the peak flows that it receives during wet weather conditions. The cast iron force main is approximately 50 years old. The expected service life of buried cast iron piping is 50 to 75 years depending on the corrosiveness of the soil, ground water, and pumped sewerage.
6. 4th Street Wastewater Pumping Station: This is a simplex (one pump) pumping station. Typically, grinder stations include two pumps so that if one pump fails, wastewater can still be pumped by the second pump.
7. Wastewater Treatment Facility:
 - a. Influent flows have been trending upward over the past three years. It is suspected that the increased flows are due to increased infiltration and inflow as well as clear water from customers running water to waste due to freezing and water quality concerns. The increased clear water flows have made maintaining a proper food to microorganism (F/M) ratio difficult.
 - b. Although septic and holding tank waste is received at the WWTF to increase the food component of the F/M ratio and counteract the clear water dilution, the strength, variability, and potential toxicity of this waste plays a part in the current operational difficulties.
 - c. Due to the operational difficulties mentioned in a. and b. above, there have been several BOD and TSS effluent limit exceedances over the past two years.

- d. One of the blowers was observed to be leaking oil. If this condition continues and the proper amount of oil is not maintained in the blower, it could lead to premature failure of the blower.

3.3. Projects to Address Wastewater System Deficiencies and Operational Difficulties

1. The existing eastside clay sanitary sewer showing evidence of root intrusion and groundwater infiltration per TV inspections should be replaced to reduce groundwater infiltration into the collection system. If there are a limited number of structural failures and/or offset joints, a trenchless repair technology such as cured in place pipe liners (CIPP) could be used to eliminate the leaking joints. Trenchless pipe repair has the potential to be a less costly repair option as compared to traditional open trench pipe replacement. Presuming that 2,200 feet of sanitary sewer can be repaired by a CIPP liner, the estimated cost is approximately \$155,000.
2. The remaining unrepaired sanitary sewer main at the east end of Everest Avenue that has several low spots should be replaced. The low spots can lead to sediment deposit and partial to full plugging of the pipe. This condition reduces system capacity and can lead to sewer back-ups if full plugging occurs. Presuming that 300 feet of 8 inch sanitary sewer under asphalt pavement requires replacement, the estimated cost is approximately \$45,000.
3. The six deteriorated manholes on the eastside of the system should be repaired to reduce groundwater infiltration into the collection system. An estimated cost to fully replace the six sanitary manholes is approximately \$31,000. Depending on the extent of deterioration, rehabilitation, such as grouting or lining, may be a lower cost alternative to full structure replacement.
4. The 900 feet section of sanitary sewer on the westside that has not been inspected should be to determine its current condition. The estimated cost to complete the TV inspection is approximately \$5,000.
5. Everest Avenue Wastewater Pumping Station:
 - a. This 50 year old duplex pumping station is beyond its expected service life of thirty to forty years. The station should undergo a thorough inspection to determine the integrity of its structural components. If the structure is found to be sound and in acceptable condition, at a minimum, replacement of the deteriorated piping and valves should be considered. Otherwise, replacement with a new pumping station is recommended. A submersible pump station with an above ground controls enclosure is recommended to eliminate the need for confined space entry. The estimated cost of a new submersible pumping station is \$300,000.
 - b. The firm pumping capacity of this lift station should be increased to match the peak wet weather flows it currently receives. Sizing of these pumps should be coordinated with efforts to reduce infiltration and inflow into the collection system to ensure that the pumps do not become oversized in the future.
 - c. The 50 year old cast iron force main may be at the end of its expected service life depending on the corrosiveness of the soil, ground water, and pumped

sewerage. This force main should undergo a hydrostatic pressure test to determine if there are any leaks. Replacement is recommended if the force main does not hold pressure, the pumping capacity of the station is increased, or the station is completely replaced as recommended. The estimated cost to replace the approximately 550 feet long force main is \$70,000. The feasibility of trenchless replacement options such as pipe bursting should be evaluated to reduce replacement costs as compared to the traditional open trench method.

6. 4th Street Wastewater Pumping Station: Converting this simplex pumping station to a duplex station should be considered to ensure reliable operation of the station in the event of a pump failure. The estimated cost to add a second pump to this station is approximately \$20,000.
7. Wastewater Treatment Facility:
 - a. Repair or replacement of the leaking clay sanitary sewers as recommended in #1 of Section 5.2 above will help reduce the wet weather clear water received at the WWTF and provide easier operation during wet weather in the spring and summer months.
 - b. Alternatives taken to more closely match the consumptive demand and water system storage will help reduce clear water from customers running water into sanitary drains due to freezing and water quality concerns.
 - c. As explained in Section 3.2.2 above, adding septic and holding tank waste to the WWTF can help increase the "food" and counter act the dilution of the clear water. However, the strength, variability, and potential toxicity of this waste cause operational problems. The amount of this waste received should be immediately reduced such that the design BOD loading of the WWTF is not exceeded as it has been in 2013 and 2014.
 - d. As clear water is eliminated from the collection system, the amount of septic and holding tank waste received at the WWTF should be further reduced and eventually eliminated.
 - e. The aeration blower that is leaking oil should be repaired as soon as possible. This immediate repair will be less costly than full replacement due to eminent premature failure of the blower. The estimated cost to replace a leaking gasket in the blower is \$5,000, while the cost of new blower is estimated to be approximately \$7,000.

A summary of the recommended projects to address wastewater system deficiencies and operational difficulties along with an opinion of cost follows in the table below.

Table 3.3 Projects to Address Wastewater System Deficiencies and Operational Difficulties Summary

Project Number	Priority Ranking	Name	Description	Benefit	Estimated Cost
1	1	Reduce Amount of Septic Waste Received at Wastewater Treatment Facility	Immediately reduce the amount of septic waste received at the WWTF such that the design BOD loading of the WWTF is not exceeded as it has been in 2013 and 2014.	Permit exceedances due to BOD overloading will be avoided.	\$ -
2	1	Wastewater Treatment Facility Blower Repair	Rebuild the aeration blower that is leaking oil	Avoids unexpected, premature failure and full replacement cost.	\$ 5,000
3	2	Sanitary Sewer Rehabilitation by Cured-in-Place Pipe Liner:	Install CIPP liners into eastside clays sanitary sewers showing evidence of root intrusion and groundwater infiltration per TV inspections. Estimated cost presumes 2,200 feet needs lining.	Reduces groundwater infiltration into the collection system and received at the WWTF.	\$ 155,000
4	2	Everest Avenue Sanitary Sewer Replacement	Replace sanitary sewer with low spots. Estimated cost presumes 300 feet needs replacement.	Eliminates low spots that can cause sediment deposit, and partial to full plugging which leads to reduced system capacity and possibly sewer/basement back-ups if full plugging occurs.	\$ 45,000
5	3	Deteriorated Manhole Replacement	Replace six deteriorated manholes.	Reduces groundwater infiltration into the collection system and received at the WWTF.	\$ 31,000
6	4	Everest Avenue Pumping Station Replacement	Relocation and replacement of pumping station.	Replaces deteriorated and under capacity pumping station and relocates it to a more accessible location. Improves system reliability.	\$ 300,000
7	4	Everest Avenue Pumping Station Force Main Replacement	Replacement of existing force main piping.	Replaces deteriorated, 50 year old cast iron force main. Improves system reliability.	\$ 70,000
8	5	Add Pump to 4th Street Pumping Station	Add a second pump to the pumping station.	Ensures continued, reliable operation of the station in the event of a pump failure avoiding sewer/basement back-ups.	\$ 20,000
9	5	Westside TV Inspection	Televise 900 feet of previously uninspected sanitary sewer.	Provides information on current conditions of the sewer, and complies with WDNR permit requirement for inspection of the collection system.	\$ 5,000

4.0 Streets

4.1. Current Street Pavement Conditions

The Village streets include asphalt, concrete, and gravel pavement surfaces. The Transportation Information Center of the University of Wisconsin – Madison has developed a Pavement Surface Evaluation and Rating (PASER) system to assist municipalities with rating pavement conditions and setting priorities for maintenance and repairs. The Village completed the most recent PASER inspections in the year 2015. The resulting PASER ratings and the corresponding recommended maintenance and repair measures are shown in **Table 4.1** below.

Table 4.1 – Village of Brokaw Year 2015 Pavement Surface Evaluation and Ratings

Road	Location (From/To)	Road Material	PASER Surface Rating		Recommended Repair/Maintenance Measure
Falcon Drive	0.11 miles East of N 28th St to N 28th St	Cold Mix Asphalt Pavement	1	Failed	Pulverize & Overlay
Falcon Drive	N 28th St - 0.08 miles to East	Cold Mix Asphalt Pavement	2	Very Poor	Pulverize & Overlay
1st Street	East St to Everest Ave	Cold Mix Asphalt Pavement	3	Poor	Pulverize & Overlay
Lane Street	3rd St to 2nd St	Cold Mix Asphalt Pavement	3	Poor	Pulverize & Overlay
CTH WW	4th St to East St	Hot Mix Asphalt Pavement	4	Fair	Pulverize & Overlay
32nd Avenue N	0.12 miles N of Fleet Dr to Fleet Dr	Cold Mix Asphalt Pavement	4	Fair	Pulverize & Overlay
1st Street	Everest Ave to End	Cold Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
3rd Street	Park Ave to CTH WW	Cold Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
CTH WW	N 32nd Ave - 0.19 miles to East	Hot Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
Park Avenue	4th St to 3rd St	Cold Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
Everest Avenue	1st St to End	Hot Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
4th Street	CTH WW to Park Ave	Concrete Pavement	5	Fair	Joint Filling
4th Street	Park Ave to End	Cold Mix Asphalt Pavement	5	Fair	Crack Fill & Seal Coat
3rd Street	CTH WW to End	Hot Mix Asphalt Pavement	6	Good	Crack Fill & Seal Coat
2nd Street	CTH WW to End	Hot Mix Asphalt Pavement	6	Good	Crack Fill & Seal Coat
East Street	CTH WW to 1st St	Hot Mix Asphalt Pavement	6	Good	Crack Fill & Seal Coat
N 28th Avenue	CTH WW to Freedom Dr	Hot Mix Asphalt Pavement	6	Good	Crack Fill & Seal Coat
CTH WW	Ramp USH 51 to 4th St	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
N 28th Avenue	Freedom Dr to Flagstone Ln E	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
N 28th Avenue	Flagstone Ln E to Falcon Dr	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
N 30th Avenue	Flagstone Ln W to End	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
32nd Avenue N	2 Sections N of Falcon Dr	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
Everest Avenue	CTH WW/2nd St to 1st St	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
Flagstone Lane E	Flagstone Ln W/N 30th Ave to N 28th Ave	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
Flagstone Lane W	N 32nd Ave to Flagstone Ln E/N 30th Ave	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
Frontier Drive	End to N 28th Ave	Hot Mix Asphalt Pavement	7	Good	Routine crack filling
CTH WW	East St to End	Hot Mix Asphalt Pavement	8	Very Good	No maintenance required
26th Avenue	Frontier Dr to Freedom Dr	Gravel Road	3	Fair	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.
Freedom Drive	N 28th Ave to 26th Ave	Gravel Road	3	Fair	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.
Frontier Drive	N 28th Ave to 26th Ave	Gravel Road	3	Fair	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.

4.2. Street Repair and Maintenance Options

Pulverize & Overlay is repair work that includes pulverizing the existing asphalt pavement, proof-rolling with a loaded dump truck to find soft subgrade locations, excavation of soft subgrade and replacement with granular material, reshaping of the pulverized base and hauling off excess pulverized material, and repaving with a binder and surface course of asphaltic pavement. This repair method is recommended for streets with a PASER surface rating less than 5², and may be advisable for streets with a PASER rating of 5 in some cases.

Seal Coating is a preventative maintenance measure for existing asphalt pavements in good condition. A seal coat, or often called “chip seal” is composed of an application of asphalt sprayed onto the existing pavement and then a layer of uniform sized aggregate. The asphalt seals the existing pavement surface while the aggregate carries traffic. Seal coating can extend the life of the pavement another five to eight years³. This method of maintenance is recommended for streets with a PASER surface rating of 5 and 6², except pulverize and overlay may be warranted in some cases for pavement with a rating of 5.

Crack Filling is a routine maintenance measure that seals cracks which are more than ¼” wide with rubberized asphalt. Sealing cracks prevents moisture from entering the asphalt and reduces the rate of deterioration. This method of maintenance is recommended for streets with a PASER surface rating of 6 and 7².

Recommended repair and maintenance measures for each street are shown in **Table 4.1** above. An opinion of probable costs for these repair and maintenance measures is shown in **Table 4.2** below.

² PASER Manual – Asphalt Roads. 2013. Transportation Information Center, University of Wisconsin-Madison.

³ Wisconsin Transportation Bulletin No. 10 – Seal Coating and Other Asphalt Surface Treatments. 1992. Transportation Information Center, University of Wisconsin-Madison.

Table 4.2 – Street Repair and Maintenance Opinion of Probable Costs

Road	Location (From/To)	Length (miles)	Width (feet)	Area (SY)	Road Material	Recommended Repair/Maintenance Measure	Repair Cost/SY	Repair Cost
Falcon Drive	0.11 miles East of N 28th St to N 28th St	0.11	22	1,420	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 42,600
Falcon Drive	N 28th St - 0.08 miles to East	0.08	22	1,033	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 30,980
1st Street	East St to Everest Ave	0.05	36	1,056	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 31,680
Lane Street	3rd St to 2nd St	0.06	18	634	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 19,010
CIH WW	4th St to East St	0.35	22	4,517	Hot Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 135,520
32nd Avenue N	0.12 miles N of Fleet Dr to Fleet Dr	0.12	20	1,408	Cold Mix Asphalt Pavement	Pulverize & Overlay	\$ 30.00	\$ 42,240
1st Street	Everest Ave to End	0.04	36	845	Cold Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 2,250
3rd Street	Park Ave to CIH WW	0.05	34	997	Cold Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 2,660
CIH WW	N 32nd Ave - 0.19 miles to East	0.19	22	2,452	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 6,530
Park Avenue	4th St to 3rd St	0.23	34	4,588	Cold Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 12,210
Everest Avenue	1st St to End	0.16	34	3,191	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 8,490
4th Street	CIH WW to Park Ave	0.03	32	563	Concrete Pavement	Joint filling	\$ 0.66	\$ 380
4th Street	Park Ave to End	0.14	32	2,628	Cold Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 7,000
3rd Street	CIH WW to End	0.05	40	1,173	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 3,130
2nd Street	CIH WW to End	0.05	36	1,056	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 2,810
East Street	CIH WW to 1st St	0.06	36	1,267	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 3,380
N 28th Avenue	CIH WW to Freedom Dr	0.08	37	1,737	Hot Mix Asphalt Pavement	Crack Fill & Seal Coat	\$ 2.66	\$ 4,620
CIH WW	Ramp USH 51 to 4th St	0.32	22	4,130	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 2,730
N 28th Avenue	Freedom Dr to Flagstone Ln E	0.18	37	3,907	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 2,580
N 28th Avenue	Flagstone Ln E to Falcon Dr	0.29	33	5,614	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 3,710
N 30th Avenue	Flagstone Ln W to End	0.02	33	387	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 260
32nd Avenue N	2 Sections N of Falcon Dr	0.06	22	774	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 520
Everest Avenue	CIH WW/2nd St to 1st St	0.06	34	1,197	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 790
Flagstone Lane E	Flagstone Ln W/N 30th Ave to N 28th Ave	0.14	33	2,710	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 1,790
Flagstone Lane W	N 32nd Ave to Flagstone Ln E/N 30th Ave	0.09	33	1,742	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 1,150
Frontier Drive	End to N 28th Ave	0.09	24	1,267	Hot Mix Asphalt Pavement	Routine crack filling	\$ 0.66	\$ 840
CIH WW	East St to End	0.44	22	5,679	Hot Mix Asphalt Pavement	No maintenance required	\$ -	\$ -
26th Avenue	Frontier Dr to Freedom Dr	0.08	24	1,126	Gravel Road	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 11,270
Freedom Drive	N 28th Ave to 26th Ave	0.10	24	1,408	Gravel Road	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 14,080
Frontier Drive	N 28th Ave to 26th Ave	0.10	24	1,408	Gravel Road	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 14,080

5.0 Stormwater Management System

5.1. Existing Facilities Summary

The Village does not have a stormwater management system map or any copies of plans for the existing storm sewers on file. Inlet locations were obtained from observations made during a site visit and available aerial images. Locations of major storm sewers and outfalls, as well as materials of construction of the storm sewers, were obtained from discussions with the Village's Public Works Systems Operator, Charlie Blarek.

The stormwater management system on the Village's eastside consists of concrete pipes with brick inlet and manhole structures. Per the Village's System Operator, it is likely that the eastside piping and structures were installed in the 1950's or 1960's. The eastside storm sewer system discharges to the Wisconsin River at three separate locations. The eastside drainage patterns and approximate locations of inlets, major storm sewers, and outfalls are shown in **Figure 5.1.A** below.

Development on the westside of the Village began in 2002. As a result, the existing storm sewers, inlets and manholes should have been constructed of precast concrete. The majority of the stormwater on the westside of the Village is conveyed to a stormwater management pond and released to a drainage swale that eventually flows to the Wisconsin River. The westside drainage patterns and approximate locations of inlets, major storm sewers, and outfalls are shown in **Figure 5.1.B** below.

Figure 5.1.A – Village of Brokaw Eastside Storm Sewer System Schematic

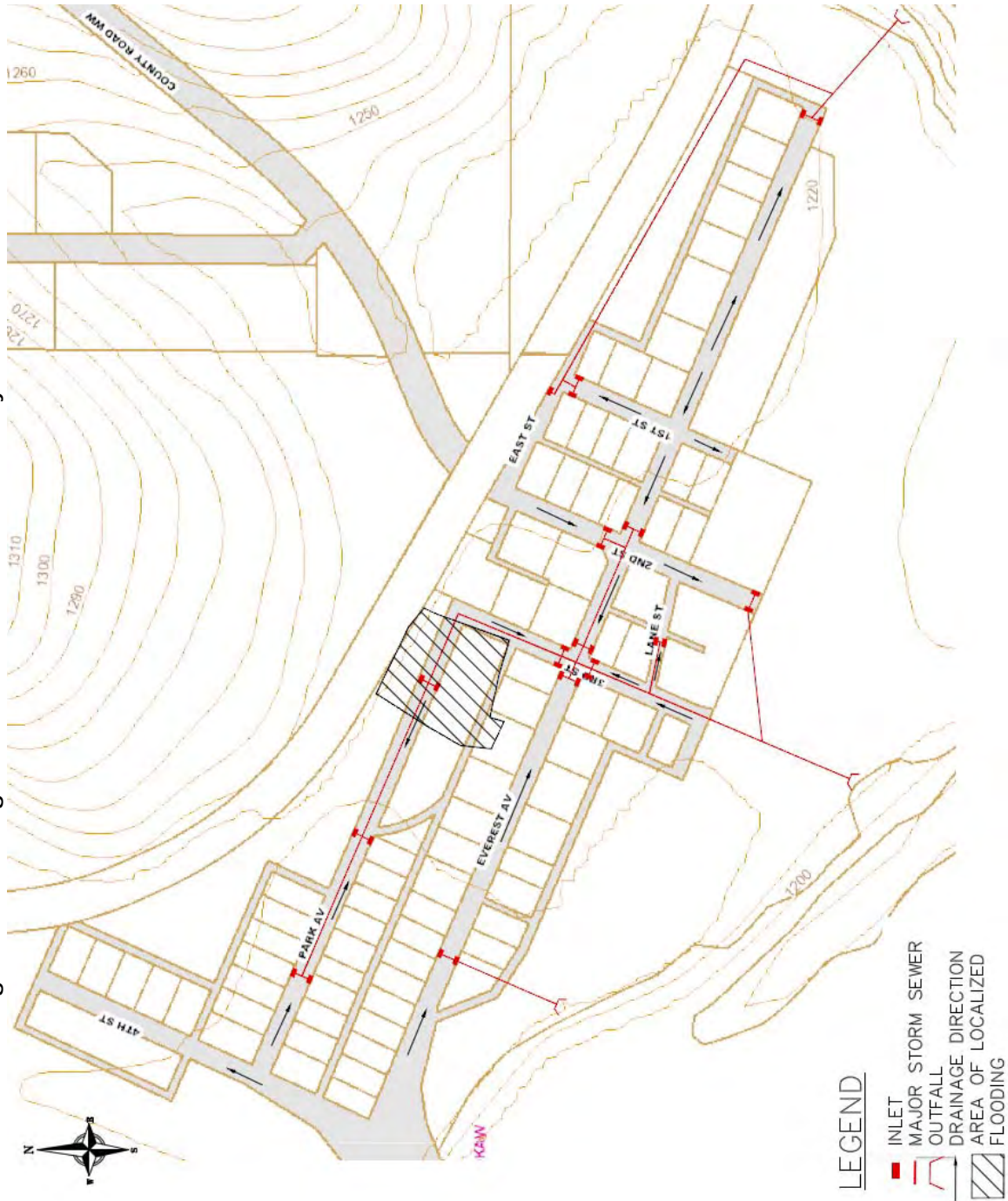
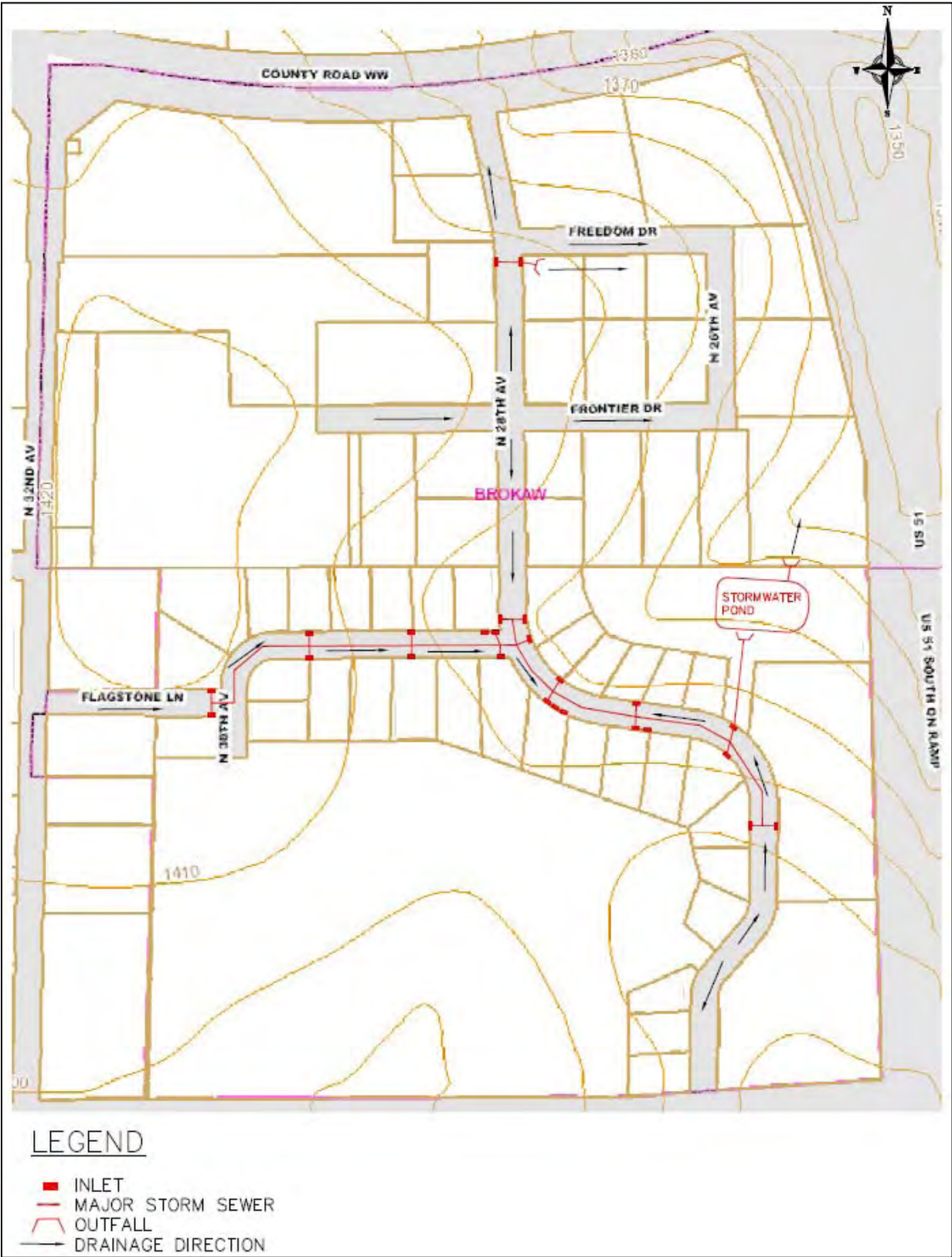


Figure 5.1.B – Village of Brokaw Westside Storm Sewer System Schematic



5.2. Stormwater Management System Evaluation

The Village inspects the stormwater inlets on an annual basis. Inlets found to contain significant amounts of sediment and/or debris are cleaned at that time as well. Inlets found with deterioration are noted during the inspections. As a result, several of the brick inlets on the eastside have been rebuilt over the years. Currently, the Village does not inspect the storm sewer piping.

Since a system map or as-built plans showing pipe sizes and slopes are not available, the capacity of the stormwater management system cannot be evaluated without completing a topographic survey of the system. A topographic survey of the storm sewer system is beyond the scope of this study.

Per information provided by the Village's utility systems operator, there has been one location of localized flooding over the past two years. On three occasions of significantly heavy rainfall, the southeast end of the park on along Park Avenue on the Village's east side has flooded. Also, the flooded area has included a single family lot which backs up to the park. The approximate area of flooding is shown Figure 7.1.A above. The Village operator reports that the existing 48 inch storm sewer in 3rd Street and the 15 inch storm sewer in Park Street are full during the flooding events.

5.3. WDNR Municipal Separate Storm Sewer System (MS4) Permit

Subchapter NR 216.02(3) of the Wisconsin Administrative Code Chapter requires municipal separate storm sewer systems (MS4) located in urbanized areas as defined by the U.S. Bureau of the Census to obtain coverage under a WPDES municipal stormwater permit under Chapter NR 216. The Village of Brokaw is within an urbanized area as defined by the U.S. Bureau of the Census. However, per discussions with Brad Johnson of the WDNR, the Village meets the requirements outlined in subchapter NR 216.023 for the WDNR to waive the requirement to obtain permit coverage under NR 216. Therefore, currently, the Village does not need to obtain a MS4 permit from the WDNR.

However, the Town of Maine has become a village and entered into a cooperative boundary agreement with the Village of Brokaw and the Town of Texas that brings the Village of Brokaw into the new Village of Maine, bringing in additional Wausau urbanized area. The population of the new Village with the added territory will be slightly less than 10,000. A population greater than 10,000 is one of the criteria requiring coverage under a WPDES municipal stormwater permit (MS4 Permit) under Chapter NR 216. However, there are several other criteria to be considered to determine if the new Village of Maine would require an MS4 Permit. Per discussions with Brad Johnson of the WDNR, it is not likely that the new Village of Maine will meet the other criteria which would require an MS4 Permit.

5.4. Projects to Address Stormwater System Deficiencies and Operational Difficulties

1. **Stormwater Management System Map:** It is recommended that a system map be completed for the Village of Brokaw's current stormwater management facilities. The system map will aid the Village in tracking maintenance measures, identifying capacity limitations, and locating the facilities in the field. The estimated cost to develop a stormwater management facilities system map is approximately \$5,000

2. **Park Avenue & 3rd Street Storm Sewer Improvements:** Additional storm sewer inlets at the southeast end of Park Street, upsizing storm sewer in the southeast end of Park Street, and upsizing storm sewer in 3rd Street could alleviate the occasional localized flooding. This alternative includes a stormwater study which estimates stormwater run off and storm sewer system capacity, compares system upgrade alternatives, and makes recommendations to alleviate flooding. The estimated cost to complete the stormwater study is approximately \$2,900.

Presuming that the storm water study recommends adding two more inlets to Park Street, upsizing the Park Street 15 inch sewer to 24 inches and the 3rd Street 48 inch sewer to 60 inches, the estimated cost to construct these improvements is approximately \$470,000.

A summary of the recommended projects to address wastewater system deficiencies and operational difficulties along with an opinion of cost follows in the table below.

Table 5.4 Projects to Address Stormwater System Deficiencies and Operational Difficulties Summary

Project Number	Priority Ranking	Name	Description	Benefit	Estimated Cost
1	1	Stormwater Management Facilities System Map	Draft a computer drafted (AutoCAD) map of the stormwater management facilities based on a topographic field survey.	Aids in tracking maintenance measures, identifying capacity limitations, and locating facilities in the field.	\$ 5,000
2	2	Park Avenue & 3rd Street Storm Sewer Study	Complete a study which estimates stormwater run off and storm sewer system capacity, compares system upgrade alternatives, and makes recommendations to alleviate flooding.	Provides recommendations on storm sewer system improvements needed to alleviate localized flooding at the southeast end of Park Street.	\$ 2,900
3	2	Park Avenue & 3rd Street Storm Sewer Improvements	Add inlets in Park Avenue, upsize storm sewers in Park Ave. & 3rd Street. Presumes that detailed design analysis indicates adding two more inlets to Park Street, upsizing the Park Street 15 inch sewer to 24 inches and the 3rd Street 48 inch sewer to 60 inches is needed.	Alleviates the localized flooding at the southeast end of Park Street.	\$ 470,000

6.0 Recommendations

6.1. Water Supply, Storage and Distribution System

Section 2.5 above presented five alternatives to address deficiencies and operational difficulties of the water supply, storage and distribution system. The recommended alternative is *No. 5 - Increase Elevated Tank Height & One New Well*. The major components that the alternative includes are raising the height of the elevated tank such that a maximum of 25,000 gallons is available at acceptable system pressures, constructing one new water supply well, and keeping the existing water transmission main from Wausau for emergency use only.

A summary of components and opinion of probable cost for this recommended alternative follows.

**Table 6.1 - Recommended Water Supply, Storage and Distribution System
Alternative Components & Opinion of Probable Costs**

Components Description	Option of Probable Cost
• Raise Elevated Tank	\$ 345,000
• Well Site Search, Test Well & Investigation Report	\$ 65,000
• Eastside Well & Wellhouse	\$ 555,000
• Eastside Well Transmission Main	\$ 75,000
• Two Dry Hydrants	\$ 20,000
• Abandon Well 6	\$ 20,000
• Repair Broken Water Main	\$ 90,000
• Water System Model	\$ 7,500
• <u>Replace Water Mains</u>	\$ 421,000
Total Estimated Cost:	\$1,598,500

6.2. Wastewater Collection and Treatment System

Section 3.3 and Table 3.3 above presented nine projects to address deficiencies and operational difficulties of the wastewater collection and treatment systems. For convenience, these recommended projects are shown again in **Table 6.2** below. It is recommended that the Village pursue completing all of the projects presented in a prioritized approach.

The two Priority 1 projects (blower rebuild & reducing septic volumes) should be completed as soon as possible this year to ensure proper operation of the WWTF.

Annual progress on the Priority 2 & 3 projects (sewer and manhole rehabilitation) is recommended with the goal of completing these projects within the next five years to significantly reduce the amount of clear water infiltration and inflow into the collection system and received at the WWTF.

Priority 4 is the replacement of the Everest Avenue pumping station and force main. It is recommended that planning for these projects be started within the next few years with the goal of replacement of these facilities within the next five to ten years.

The addition of a second pump to the 4th Street pumping station and televising the 900 feet of uninspected sewer on the west side are ranked as Priority 5. Completion of these projects is recommended sometime over the next ten years.

Table 6.2 – Recommended Projects Wastewater Collection and Treatment System

Project Number	Priority Ranking	Name	Description	Benefit	Estimated Cost
1	1	Reduce Amount of Septic Waste Received at Wastewater Treatment Facility	Immediately reduce the amount of septic waste received at the WWTF such that the design BOD loading of the WWTF is not exceeded as it has been in 2013 and 2014.	Permit exceedances due to BOD overloading will be avoided.	\$ -
2	1	Wastewater Treatment Facility Blower Repair	Rebuild the aeration blower that is leaking oil	Avoids unexpected, premature failure and full replacement cost.	\$ 5,000
3	2	Sanitary Sewer Rehabilitation by Cured-in-Place Pipe Liner:	Install CIPP liners into eastside clay sanitary sewers showing evidence of root intrusion and groundwater infiltration per TV inspections. Estimated cost presumes 2,200 feet needs lining.	Reduces groundwater infiltration into the collection system and received at the WWTF.	\$ 155,000
4	2	Everest Avenue Sanitary Sewer Replacement	Replace sanitary sewer with low spots. Estimated cost presumes 300 feet needs replacement.	Eliminates low spots that can cause sediment deposit, and partial to full plugging which leads to reduced system capacity and possibly sewer/basement back-ups if full plugging occurs.	\$ 45,000
5	3	Deteriorated Manhole Replacement	Replace six deteriorated manholes.	Reduces groundwater infiltration into the collection system and received at the WWTF.	\$ 31,000
6	4	Everest Avenue Pumping Station Replacement	Relocation and replacement of pumping station.	Replaces deteriorated and under capacity pumping station and relocates it to a more accessible location. Improves system reliability.	\$ 300,000
7	4	Everest Avenue Pumping Station Force Main Replacement	Replacement of existing force main piping.	Replaces deteriorated, 50 year old cast iron force main. Improves system reliability.	\$ 70,000
8	5	Add Pump to 4th Street Pumping Station	Add a second pump to the pumping station.	Ensures continued, reliable operation of the station in the event of a pump failure avoiding sewer/basement back-ups.	\$ 20,000
9	5	Westside TV Inspection	Televise 900 feet of previously uninspected sanitary sewer.	Provides information on current conditions of the sewer, and complies with WDNR permit requirement for inspection of the collection system.	\$ 5,000

6.3. Streets

Section 4.0 and Table 4.2 above presented recommended repair and maintenance projects for each street. For convenience, these recommendations are shown again in **Table 6.3** below. It is recommended that the Village completes one street repair (pulverize and overlay) project each year over the next six years to repair streets with a PASER rating of 4 or less. It is further recommended that the Village completes a street maintenance project (crack filling & seal coating) annually for streets with a PASER rating of 5 to 7. A recommended schedule based on the current PASER ratings is shown in **Table 6.3 below**. This schedule should be reprioritized annually based on annual street inspections and updated PASER ratings.

Table 6.3 Recommended Street Repair and Maintenance Schedule

Road	Location (From/To)	Road Material	PASER Surface Rating	Recommended Repair/Maintenance Measure	Estimated Repair Cost/SY	Estimated Total Repair Cost	Repair Year
Falcon Drive	0.11 miles East of N 28th St to N 28th St	Cold Mix Asphalt Pavement	1	Pulverize & Overlay	\$ 30.00	\$ 42,600	2016
Falcon Drive	N 28th St - 0.08 miles to East	Cold Mix Asphalt Pavement	2	Pulverize & Overlay	\$ 30.00	\$ 30,980	2017
1st Street	East St to Everest Ave	Cold Mix Asphalt Pavement	3	Pulverize & Overlay	\$ 30.00	\$ 31,680	2018
Lane Street	3rd St to 2nd St	Cold Mix Asphalt Pavement	3	Pulverize & Overlay	\$ 30.00	\$ 19,010	2019
CIH WW	4th St to East St	Hot Mix Asphalt Pavement	4	Pulverize & Overlay	\$ 30.00	\$ 135,520	2020/2021
32nd Avenue N	0.12 miles N of Fleet Dr to Fleet Dr	Cold Mix Asphalt Pavement	4	Pulverize & Overlay	\$ 30.00	\$ 42,240	2022
1st Street	Everest Ave to End	Cold Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 2,250	2016
3rd Street	Park Ave to CIH WW	Cold Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 2,660	2017
CIH WW	N 32nd Ave - 0.19 miles to East	Hot Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 6,530	2017
Park Avenue	4th St to 3rd St	Cold Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 12,210	2018
Everest Avenue	1st St to End	Hot Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 8,490	2019
4th Street	CIH WW to Park Ave	Concrete Pavement	5	Joint Filling	\$ 0.66	\$ 380	2020
4th Street	Park Ave to End	Cold Mix Asphalt Pavement	5	Crack Fill & Seal Coat	\$ 2.66	\$ 7,000	2021
3rd Street	CIH WW to End	Hot Mix Asphalt Pavement	6	Crack Fill & Seal Coat	\$ 2.66	\$ 3,130	2021
2nd Street	CIH WW to End	Hot Mix Asphalt Pavement	6	Crack Fill & Seal Coat	\$ 2.66	\$ 2,810	2021
East Street	CIH WW to 1st St	Hot Mix Asphalt Pavement	6	Crack Fill & Seal Coat	\$ 2.66	\$ 3,380	2022
N 28th Avenue	CIH WW to Freedom Dr	Hot Mix Asphalt Pavement	6	Crack Fill & Seal Coat	\$ 2.66	\$ 4,620	2022
CIH WW	Ramp USH 51 to 4th St	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 2,730	2016
N 28th Avenue	Freedom Dr to Flagstone Ln E	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 2,580	2017
N 28th Avenue	Flagstone Ln E to Falcon Dr	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 3,710	2018
N 30th Avenue	Flagstone Ln W to End	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 260	2019
32nd Avenue N	2 Sections N of Falcon Dr	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 520	2019
Everest Avenue	CIH WW/2nd St to 1st St	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 790	2019
Flagstone Lane E	Flagstone Ln W/N 30th Ave to N 28th Ave	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 1,790	2019
Flagstone Lane W	N 32nd Ave to Flagstone Ln E/N 30th Ave	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 1,150	2020
Frontier Drive	End to N 28th Ave	Hot Mix Asphalt Pavement	7	Routine crack filling	\$ 0.66	\$ 840	2020
CIH WW	East St to End	Hot Mix Asphalt Pavement	8	No maintenance required	\$ -	\$ -	-
26th Avenue	Frontier Dr to Freedom Dr	Gravel Road	3	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 11,270	2017
Freedom Drive	N 28th Ave to 26th Ave	Gravel Road	3	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 14,080	2018
Frontier Drive	N 28th Ave to 26th Ave	Gravel Road	3	Regrading with additional gravel, 10% excavation below subgrade, and adjacent grass restoration.	\$ 10.00	\$ 14,080	2019

Based on the schedule in **Table 6.3** above, the recommended annual street repair and maintenance budget for the next seven years is shown in Table 6.3.1 below.

Table 6.3.1 – Recommended Annual Street Repair & Maintenance Budgets

Year	Estimated Annual Budget
2016	\$ 50,240
2017	\$ 51,360
2018	\$ 61,680
2019	\$ 44,940
2020	\$ 77,130
2021	\$ 73,700
2022	\$ 50,240

6.4. Stormwater Management Systems

Section 5.4 and Table 5.4 above presented three projects to address deficiencies and operational difficulties of the stormwater management systems. For convenience, these recommended projects are shown again in **Table 6.4** below. It is recommended that the Village pursue completing all of the projects presented in a prioritized approach.

It is recommended that the Village complete the Priority 1 project (System Map) within the next year. The system map will aid in tracking maintenance measures, identifying capacity limitations, locating facilities in the field, and has a relatively low cost. The estimated cost of this system map is approximately \$5,000.

The second priority focuses on the periodic flooding of the east end of Park Street, the Village Park, and an adjacent single family lot. This project includes a stormwater study which estimates stormwater run off and storm sewer system capacity, compares system upgrade alternatives, and makes recommendations to alleviate flooding. It is recommended that this study be completed as soon as the storm sewer system map is available to provide information needed to determine sewer capacities. The estimated cost of the study is approximately \$2,900.

The third project is to complete the storm sewer upgrades as recommended by the completed study. For purposes of cost estimating, it was presumed that the study would recommend adding two inlets to the end of Park Avenue, up sizing the Park Street 15 inch sewer to 24 inches, and upsizing the 3rd Street 48 inch sewer to 60 inches. The cost of these presumed improvements is approximately \$470,000.

Table 6.4 – Recommended Projects Stormwater Management Systems

Project Number	Priority Ranking	Name	Description	Benefit	Estimated Cost
1	1	Stormwater Management Facilities System Map	Draft a computer drafted (AutoCAD) map of the stormwater management facilities based on a topographic field survey.	Aids in tracking maintenance measures, identifying capacity limitations, and locating facilities in the field.	\$ 5,000
2	2	Park Avenue & 3rd Street Storm Sewer Study	Complete a study which estimates stormwater run off and storm sewer system capacity, compares system upgrade alternatives, and makes recommendations to alleviate flooding.	Provides recommendations on storm sewer system improvements needed to alleviate localized flooding at the southeast end of Park Street.	\$ 2,900
3	2	Park Avenue & 3rd Street Storm Sewer Improvements	Add inlets in Park Avenue, upsize storm sewers in Park Ave. & 3rd Street. Presumes that detailed design analysis indicates adding two more inlets to Park Street, upsizing the Park Street 15 inch sewer to 24 inches and the 3rd Street 48 inch sewer to 60 inches is needed.	Alleviates the localized flooding at the southeast end of Park Street.	\$ 470,000

7.0 Potential Future Service Areas

7.1. Capacity Available for Future Service Areas

7.1.1. Available Water Supply & Storage Capacity

As was explained in Section 2.4 above, the following Engineering Design Criteria will be used to evaluate the capacity of the water supply and storage system:

1. The peak hour demand should be provided by supply capacity.
2. The peak hour demand plus fire flow demand should be available from supply and storage capacity.
3. The average daily demand should be available from storage.

Current Conditions Available Capacity:

As was stated in Section 2.4.1 above, currently, the Village has a water supply capacity of 750 gpm from the booster station and transmission main from the Wausau Water Works, and a peak hour demand of 35 gpm. Therefore, there is 715 gpm of available water supply for future service areas per the first criteria.

Per the analysis completed in Section 2.4.2 above, 94,200 gallons of storage is required to provide 1,500 gpm of fire flow for two hours during the peak hour condition. Therefore, the effective storage (80%) of the 200,000 gallon elevated storage tank (160,000 gallons) has 65,800 gallons of available storage for future service areas per the second criteria.

The Village's current average daily demand is 10,000 gallons per day, while the total storage of the elevated tank is 200,000 gallons. Therefore, there is 190,000 gallons of available storage for future service areas per the third criteria.

Utilizing the year 2014 water demands as a basis to project future water demands, and the above Engineering Design Criteria, it is estimated that the current water supply and storage system has an available capacity to provide service to approximately 2,065 additional dwelling units.

Recommended Alternative #5 Available Capacity:

The recommended alternative to address the water system's deficiencies and operational difficulties includes raising the elevated tank such that a maximum of 25,000 gallons would be available at a minimum system pressure of 40 psi. A new 500 gpm well would be constructed and the Wausau transmission main (750 gpm) would be available for emergency (fire flow) situations. These system conditions would provide the Village with 1,200 gpm for a two hour fire flow duration under the peak hourly demand per the second Engineering Design Criteria. Adding additional service area would result in lower available fire flows if storage is maintained at 25,000 gpm. However, as growth occurs, the water level/storage volume in the elevated tank could be increased which would increase the available fire flow. Using this tactic to pace storage with growth could eventually provide service up to an additional 2,065 dwelling units.

7.1.2. Water Supply & Storage System Static Pressure Service Area

Subsection NR 811.66 of the Wisconsin Administrative Code allows pressures within the distribution system to range from 35 psi to 100 psi. In areas with pressures less than 35 psi, a high pressure zone must be established by means of a booster pump. In areas with pressures greater than 100 psi, pressure reducing valves are required. It is recommended that the minimum system pressure be set at 40 psi to help reduce customer concerns and problems associated with low pressure.

Based on the current elevated tank low and high water levels elevations of 1501.75 and 1530.00 respectively, a pressure range of 40 to 100 psi could be maintained in areas ranging in elevations from 1300.00 to 1410.00. Pressure reducing valve(s) would be required to server areas with elevations less than 1300.00, and a booster pump would required to serve areas with elevations greater than 1410.00.

If the elevated tank were raised approximately 20 feet and operated at a maximum volume of 25,000 gallons per the recommended Alternative No. 5, a pressure range of 40 to 100 psi could be maintained in areas ranging in elevations from 1300.00 to 1430.00. Pressure reducing valve(s) would be required to server areas with elevations less than 1300.00, and a booster pump would be required to serve areas with elevations greater than 1430.00.

The resulting potential future water service areas based on these pressures/elevations is shown in **Figure 7.0 – Potential Future Service Areas** found in the **Appendix**. Areas in the figure shown in dark green could be served under the existing conditions. Areas in light green are additional areas that could be served if the elevated tank were raised per the recommended Alternative No. 5. Yellow areas require pressure reducing valves, and areas in orange would require a boosted pressure zone. It should be noted that

elevated storage is required by Subsection NR 811.66 for boosted pressure zones with over fifty dwelling units.

7.1.3. Wastewater

The average annual design flow of the WWTF is 34,600 gpd (0.0346 MGD), the maximum monthly design flow is 73,000 gpd (0.073 MGD), and the design biochemical oxygen demand (BOD) load is 52 lbs/day. As was discussed in Section rearrange 3.2.2 above, the average annual flow to the wastewater treatment facility (WWTF) has been trending upward over the past three years: 34%, 70% & 127% of the average annual design flow respectively. Similarly, influent BOD loads to the WWTF have been trending upward over the past three years: 56%, 113% & 121% of the annual average design BOD respectively. These upward trends appear to be from infiltration and inflow in wet weather conditions, running tap water to waste to prevent freezing and poor water quality, and septic waste received at the WWTF. It is recommended that the amount of septic waste received at the WWTF be reduced and that the recommended projects to reduce infiltration and inflow are initiated before adding additional service area is considered. Once these projects show a decrease in influent flow and BOD loadings, serving additional service areas can be considered.

For the purposes of estimating capacity available for future service areas it will be presumed that reducing/eliminating influent septic waste and I/I reduction projects will reduce influent flow and BOD loadings to levels realized in the year 2012: 12,000 gpd average annual flow and an average annual BOD load of 29 lbs/day. Considering year 2014 residential water sales, an allowance for infiltration and inflow, and a typical per capita BOD generation factor, the wastewater treatment facility would have remaining capacity for 67 additional single family dwelling units. **Detailed capacity calculations** can be found in the **Appendix**.

7.1.4. Potential Future Service Area Available Capacity Analysis Summary

While the water supply and storage system has remaining capacity to serve up to 2,065 additional dwelling units, the Wastewater Treatment Facility (WWTF) is the limiting factor to future service area development. Currently, due to high amounts of infiltration and inflow (I/I) and septic waste reception, the WWTF does not have capacity for additional service areas. However, if septic waste reception and I/I are reduced such that year 2012 flows and loadings are realized, the WWTF would have capacity for an additional 67 single family dwelling units.

7.2. Potential Eastside Future Service Area

There is a commercial/manufacturing area northeast of the eastside of the Village whose owners may be interested in water and wastewater service from the Village. This area centers on Steel Lane, south of CTH WW east of the current Village limits within the Town of Texas. This area is shown in Figure 7.1.2 in the Appendix. Water service to this area would require construction of a transmission main along CTH WW. Also, creation of a boosted pressure zone would be required as the majority of the area is above

elevation 1430.00. The estimated costs for the transmission main and booster station are approximately \$582,000 and \$315,000 respectively. If more than fifty dwelling units were constructed in the pressure zone of this potential service area, elevated storage would be required in addition to the booster station.

Sanitary sewer service to this potential service area could be provided by extension of a sanitary interceptor sewer from the intersection of East and 2nd Streets along CTH WW to Steel Lane. The estimated cost to construct this interceptor sewer is approximately \$480,000.

As was mentioned in Section 7.1 above, it is not recommended that the WWTF take on any additional service area until septic reception and I/I reductions have occurred. Once these reductions have occurred, service to the potential service area could be considered. However, the area served should be limited such that the wastewater generated does not exceed the available capacity of the WWTF (67 single family dwelling unit equivalence) discussed in Section 7.1 above.

7.3. Potential Westside Service Area

There is a significant amount of area to the north, south and west of the current westside village limits that could be served by the Villages water system. The areas shown in dark green in Figure 7.0 – Potential Future Service Areas (found in the Appendix) could be served by the Village's water system under existing conditions with acceptable static pressures between 40 and 100 psi. Areas shown in yellow in Figure 7.0 would require pressure reducing valves to provide service pressures less than the WDNR maximum of 100 psi. It would be technically feasible to serve the areas south and west of the Village's westside by the transmission main that connects to the City of Wausau Water Works booster station. However, according to the whole sale water agreement between the City of Wausau and Village of Brokaw, written approval by the City of Wausau is required for the Village to sell water to residents or businesses outside of the Village limits.

The wastewater collection system on the westside of the Village currently serves the area west of US Hwy 51, east of N 32nd Avenue, north of Falcon Drive and south of CTH WW. It may be possible to serve an area north of CTH WW with gravity sewer, but the remaining areas adjacent the Village's westside slopes away from the current limits of the collection system. Several lift stations and force mains would be required to provide sanitary sewer service to the areas west and south of the current extents of the Village's wastewater collection system.

7.4. Attachment Areas

The possibility of providing water service from the Village's water system to the Initial and Long-term Attachment Areas has been evaluated. The boundaries of the attachment areas are shown in Figure 7.0 – Water Service Area – Initial & Long-Term Attachment Areas (found in the Appendix). A large diameter water transmission main could be

extended from the eastside of the Villages water distribution system toward the southeast to provide water to the attachment areas. The transmission main could follow the existing electric transmission easement that parallels the rail road corridor east of the Wisconsin River. The potential route is shown in Figure 7.1 – Attachment Areas Potential Water Transmission Main Route. Large diameter (greater than 8 inches) mains could be extended and looped from the transmission main into the attachment areas following local streets. New water supply wells and storage facilities would likely be needed to serve the attachment areas and provide local redundancy.

Presuming that operational water levels within the Village of Brokaw's elevated water storage tank remain as currently configured, locations in the attachment areas with elevations between 1300.00 and 1410.00 USGS Datum would have acceptable static water pressures. These areas are shaded green in Figure 7.0. Locations with elevations greater than 1410.00 would require pressure boosting. There are no locations within the attachment areas that would require pressure boosting to obtain acceptable static pressures. Locations with elevations less than 1300.00 would require pressure reduction. These areas are shown in yellow in Figure 7.0. The entire Immediate Attachment area has elevations less than 1300.00 and would require pressure reducing. The majority of the Long-term attachment area has elevations less than 1300 and would require pressure reduction as well. Pressure reduction can be accomplished by pressure reducing valves in individual buildings at locations where only a few buildings are in the high pressure area, or by central pressure reducing valves in the public water distribution system where several buildings are in the high pressure area.

Since the attachment areas are at elevations lower than the Village, several lift stations and force mains would be required to provide sanitary sewer service from the Village's wastewater collection system.



APPENDIX

**Engineers Opinion of Probable Construction Cost
Eastside Well Facility
Village of Brokaw, Wisconsin
7/28/2016**

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
PRODUCTION WELL					
1	Geophysical Study, Test Well, Aquifer & Water Quality Testing, Well Site Investigation Report	LS	1	\$50,000.00	\$50,000.00
Legal, Financing, Engineering & Soft Costs (15% +/-) =					\$7,500.00
Contingency (10% +/-) =					\$5,000.00
TOTAL ESTIMATED COST =					\$65,000.00

PRODUCTION WELL					
1	Production Well	LS	1	\$150,000.00	\$150,000.00
PRODUCTION WELL SUBTOTAL:					\$150,000.00
WELLHOUSE					
2	Well Pump, Piping & Equipment	LS	1	\$70,000.00	\$70,000.00
3	Motor Control Center & Electrical Systems	LS	1	\$65,000.00	\$65,000.00
4	Chemical Feed Equipment	LS	1	\$7,000.00	\$7,000.00
5	Building	LS	1	\$65,000.00	\$65,000.00
6	Plumbing	LS	1	\$25,000.00	\$25,000.00
7	Heating & Ventilation	LS	1	\$20,000.00	\$20,000.00
8	Site Improvements & Utilities	LS	1	\$19,000.00	\$19,000.00
WELLHOUSE SUBTOTAL:					\$271,000.00
WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) SYSTEM					
9	Master Control Panel Update	LS	1	\$5,000.00	\$5,000.00
10	Remote Terminal Unit (RTU)	LS	1	\$10,000.00	\$10,000.00
WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) SYSTEM SUBTOTAL:					\$15,000.00
TOTAL ESTIMATED BID PRICE =					\$436,000.00
Legal, Financing, Engineering & Soft Costs (15% +/-) =					\$66,000.00
Contingency (10% +/-) =					\$44,000.00
TOTAL ESTIMATED PROJECT COST =					\$546,000.00

TOTAL ESTIMATED PROJECT COST =					\$611,000.00
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**Engineers Opinion of Probable Construction Cost
Eastside Well Facility Transmission Main
Village of Brokaw, Wisconsin
1/15/2016**

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
WATERMAIN					
1	New 10" DI Main	LF	800	\$60.00	\$48,000
2	Connect to Existing Water Main	EA	1	\$2,000.00	\$2,000
3	Gate Valves - 10"	EA	2	\$3,000.00	\$6,000
4	Trench Compaction - Water Main	TF	800	\$4.00	\$3,200
WATERMAIN SUBTOTAL:					\$59,200
CONSTRUCTION SUBTOTAL:					\$59,200.00
10% CONTINGENCY:					\$6,800.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$66,000.00</u>
15% ENGINEERING FEES:					\$9,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$75,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Watermain Replacement - 4" on 1st & East Street
1/6/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
WATERMAIN					
1	Replace 4" Main on 1st St. with 8" D.I.	LF	300	\$55.00	\$16,500
2	Replace 4" Main on East St. with 8" D.I.	LF	300	\$55.00	\$16,500
3	Asphalt & CABC Trench Repair	LF	600	\$34.00	\$20,400
4	Connect to Existing Water Main	EA	2	\$2,000.00	\$4,000
5	Polystyrene Foam Insulation	LF	150	\$20.50	\$3,075
6	Gate Valves - 8"	EA	3	\$2,400.00	\$7,200
7	Water Service Reconnection	EA	2	\$500.00	\$1,000
8	Trench Compaction - Water Main	TF	600	\$4.00	\$2,400
WATERMAIN SUBTOTAL:					\$71,075
CONSTRUCTION SUBTOTAL:					\$71,075.00
10% CONTINGENCY:					\$7,925.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$79,000.00</u>
15% ENGINEERING FEES:					\$11,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$90,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Watermain Replacement - 6" on Everest Ave & 4" on 2nd St
1/6/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
WATERMAIN					
1	Replace 4" Main with 8" D.I.	LF	550	\$55.00	\$30,250
2	Replace 6" Main on Everest Ave. with 10" D.I.	LF	2,376	\$60.00	\$142,560
3	Asphalt & CABC Trench Repair	LF	2,926	\$34.00	\$99,484
4	Connect to Existing Water Main	EA	6	\$2,000.00	\$12,000
5	Polystyrene Foam Insulation	LF	200	\$20.50	\$4,100
6	Gate Valves - 8"	EA	2	\$2,400.00	\$4,800
7	Gate Valves - 10"	EA	8	\$3,000.00	\$24,000
9	Water Service Reconnection	EA	14	\$500.00	\$7,000
11	Trench Compaction - Water Main	TF	2,926	\$4.00	\$11,704
WATERMAIN SUBTOTAL:					\$335,898
CONSTRUCTION SUBTOTAL:					\$335,898.00
10% CONTINGENCY:					\$34,102.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$370,000.00</u>
15% ENGINEERING FEES:					\$51,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$421,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Westside Booster Station - Village of Brokaw
1/5/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$13,000.00	\$13,000.00
2	USEMCO Packaged Booster Station	LS	1	\$130,000.00	\$130,000.00
3	Site Clearing, Pavement	LS	1	\$10,000.00	\$10,000.00
4	Foundations & Slab	LS	1	\$10,000.00	\$10,000.00
5	Electrical Service	LS	1	\$8,000.00	\$8,000.00
6	Generator	LS	1	\$40,000.00	\$40,000.00
8	RTU & Main SCADA Update	LS	1	\$15,000.00	\$15,000.00
GENERAL SUBTOTAL:					\$226,000.00
WATERMAIN					
9	Water Main - 12" D.I.	LF	100	\$55.00	\$5,500.00
10	Connect to Existing Water Main	EA	2	\$2,000.00	\$4,000.00
11	Gate Valves - 12"	EA	4	\$3,000.00	\$12,000.00
12	Hydrant - New	EA	1	\$3,500.00	\$3,500.00
13	Select Granular Trench Backfill (Trucked-In) - Watermain	TF	100	\$6.00	\$600.00
WATERMAIN SUBTOTAL:					\$25,600.00
GRADING & EROSION CONTROL					
14	Restoration	SY	1,120	\$0.40	\$448.00
15	Tracking Pad	EA	1	\$530.00	\$530.00
16	Silt Fence	LF	250	\$1.70	\$425.00
GRADING & EROSION CONTROL SUBTOTAL:					\$1,403.00
CONSTRUCTION SUBTOTAL:					\$253,003.00
10% CONTINGENCY:					\$25,997.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					\$279,000.00
15% ENGINEERING FEES:					\$38,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$317,000.00



Engineers Opinion of Probable Construction Cost
Westside Well
Village of Brokaw, Wisconsin
7/28/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
WELL SITE SEARCH, TEST WELL & INVESTIGATION REPORT					
1	Geophysical Study, Test Well, Aquifer & Water Quality Testing, Well Site Investigation Report	LS	1	\$50,000.00	\$50,000.00
	Legal, Financing, Engineering & Soft Costs (15% +/-) =				\$7,500.00
	Contingency (10% +/-) =				\$5,000.00
	TOTAL ESTIMATED COST =				\$65,000.00

PRODUCTION WELL					
1	Production Well	LS	1	\$265,000.00	\$265,000.00
PRODUCTION WELL SUBTOTAL:					\$265,000.00
WELLHOUSE					
2	Well Pump, Piping & Equipment	LS	1	\$70,000.00	\$70,000.00
3	Motor Control Center & Electrical Systems	LS	1	\$65,000.00	\$65,000.00
4	Chemical Feed Equipment	LS	1	\$7,000.00	\$7,000.00
5	Building	LS	1	\$65,000.00	\$65,000.00
6	Plumbing	LS	1	\$25,000.00	\$25,000.00
7	Heating & Ventilation	LS	1	\$20,000.00	\$20,000.00
8	Site Improvements & Utilities	LS	1	\$19,000.00	\$19,000.00
WELLHOUSE SUBTOTAL:					\$271,000.00
WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) SYSTEM					
9	Master Control Panel Update	LS	1	\$5,000.00	\$5,000.00
10	Remote Terminal Unit (RTU)	LS	1	\$10,000.00	\$10,000.00
WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) SYSTEM SUBTOTAL:					\$15,000.00
TOTAL ESTIMATED BID PRICE =					\$551,000.00
Legal, Financing, Engineering & Soft Costs (15% +/-) =					\$83,000.00
Contingency (10% +/-) =					\$56,000.00
TOTAL ESTIMATED COST =					\$690,000.00
TOTAL ESTIMATED PROJECT COST =					\$755,000.00

**Engineers Opinion of Probable Construction Cost
Westside Well Facility Transmission Main
Village of Brokaw, Wisconsin
7/28/2016**

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
TRANSMISSION MAIN					
1	New 10" DI Main	LF	300	\$60.00	\$18,000
2	Connect to Existing Water Main	EA	1	\$2,000.00	\$2,000
3	Gate Valves - 10"	EA	3	\$3,000.00	\$9,000
4	Trench Compaction - Water Main	TF	300	\$4.00	\$1,200
TRANSMISSION MAIN SUBTOTAL:					\$30,200.00
CONSTRUCTION SUBTOTAL:					\$30,200.00
Legal, Financing, Engineering & Soft Costs (15% +/-) =					\$5,000.00
Contingency (10% +/-) =					\$4,000.00
TOTAL ESTIMATED COST =					\$40,000.00

Table 3.2.2 - WWTF Influent Flows & BOD Loadings
Village of Brokaw Wastewater Treatment Facility
Years 2012 to 2014

Maximum Month Design Flow = 0.073 MGD
 Average Annual Design Flow = 0.0346 MGD
 Design BOD = 52 mg/l
 Peak Factor = 4.00

Month	Influent Flow MGD	% Monthly Max Design Flow	Ave Annual Flow MGD	Ave Annual Flow gpd	% Design Ave Annual Flow	Peak Flow cfs	BOD Conc. mg/l	BOD Loading* lbs/d	% BOD Design Capacity	Ave Annual BOD Load lbs./d
2014										
January	0.0228	31%	0.0440	44,042	127%	0.141	279	53	102%	63
February	0.0739	101%				0.457	132	81	156%	
March	0.1036	142%				0.641	105	91	175%	
April	0.0776	106%				0.480	103	66	127%	
May	0.0362	50%				0.224	241	73	140%	
June	0.0284	39%				0.176	296	70	135%	
July	0.0268	37%				0.166	325	73	140%	
August	0.0308	42%				0.191	210	54	104%	
September	0.041	56%				0.254	192	65	125%	
October	0.0308	42%				0.191	170	44	85%	
November	0.0278	38%				0.172	202	47	90%	
December	0.0288	39%				0.178	176	42	81%	
2013										
January	0.0166	23%	0.0241	24,067	70%	0.103	265	37	71%	59
February	0.0178	24%				0.110	282	42	81%	
March	0.0191	26%				0.118	219	35	67%	
April	0.0296	41%				0.183	202	50	96%	
May	0.0244	33%				0.151	297	61	117%	
June	0.0278	38%				0.172	284	66	127%	
July	0.0237	32%				0.147	376	74	142%	
August	0.0236	32%				0.146	290	57	110%	
September	0.0282	39%				0.175	287	67	129%	
October	0.0291	40%				0.180	422	102	196%	
November	0.026	36%				0.161	292	63	121%	
December	0.0229	31%				0.142	260	50	96%	
2012										
January	0.0119	16%	0.0118	11,833	34%	0.074	367	37	71%	29
February	0.0119	16%				0.074	356	35	67%	
March	0.0127	17%				0.079	295	31	60%	
April	0.0093	13%				0.058	329	26	50%	
May	0.01	14%				0.062	372	31	60%	
June	0.0098	13%				0.061	286	23	44%	
July	0.0091	12%				0.056	217	16	31%	
August	0.0092	13%				0.057	272	21	40%	
September	0.0119	16%				0.074	289	29	56%	
October	0.0158	22%				0.098	224	30	58%	
November	0.0147	20%				0.091	243	30	58%	
December	0.0157	22%				0.097	266	35	67%	

Table Notes: * BOD Loading = Influent Flow (cfs) * BOD Concentration (mg/l) * 8.34

Color Shading Legend:

- = Monthly BOD effluent limit exceedances.
- = Monthly BOD & TSS effluent limit exceedances.
- = Design parameter exceeded.

ENGINEER'S OPINION OF PROBABLE COSTS**CIPP Liner****1/7/2016**

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer - 8" CIPP Liner	LF	2,200	\$55.00	\$121,000.00
SANITARY SEWER SUBTOTAL:					\$121,000.00
CONSTRUCTION SUBTOTAL:					\$121,000.00
10% CONTINGENCY:					\$13,000.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$134,000.00</u>
15% ENGINEERING FEES:					\$19,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$153,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
East End of Everest Ave
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer - 8" PVC	LF	300	\$55.00	\$16,500.00
2	Asphalt & CABC Trench Repair	LF	300	\$34.00	\$10,200.00
3	Existing Sanitary Sewer Manhole Connection	EA	2	\$2,000.00	\$4,000.00
4	Sanitary Sewer Service Lateral - 4"	LF	33	\$30.00	\$990.00
5	Trench Compaction - Sanitary Sewer	TF	300	\$4.00	\$1,200.00
6	Sanitary Sewer Televising Inspection	LF	300	\$4.00	\$1,200.00
SANITARY SEWER SUBTOTAL:					\$34,090.00
CONSTRUCTION SUBTOTAL:					\$34,090.00
10% CONTINGENCY:					\$3,910.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$38,000.00</u>
15% ENGINEERING FEES:					\$6,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$44,000.00



ENGINEER'S OPINION OF PROBABLE COSTS
Six SMHs East Side
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer Access Structure - 48"	EA	6	\$4,000.00	\$24,000.00
SANITARY SEWER SUBTOTAL:					\$24,000.00
CONSTRUCTION SUBTOTAL:					\$24,000.00
10% CONTINGENCY:					\$3,000.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$27,000.00</u>
15% ENGINEERING FEES:					\$4,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$31,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Westside Sanitary Sewer Televising Inspection
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer Televising Inspection	LF	900	\$4.00	\$3,600.00
SANITARY SEWER SUBTOTAL:					\$3,600.00
CONSTRUCTION SUBTOTAL:					\$3,600.00
10% CONTINGENCY:					\$400.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$4,000.00</u>
15% ENGINEERING FEES:					\$1,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$5,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Everest Ave PumpStation FM
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Force Main - 8" PVC	LF	550	\$55.00	\$30,250.00
2	Asphalt & CABC Trench Repair	LF	550	\$34.00	\$18,700.00
3	Trench Compaction - Sanitary Sewer	TF	550	\$4.00	\$2,200.00
4	Sanitary Sewer Televising Inspection	LF	550	\$4.00	\$2,200.00
SANITARY SEWER SUBTOTAL:					\$55,350.00
CONSTRUCTION SUBTOTAL:					\$55,350.00
10% CONTINGENCY:					\$5,650.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$61,000.00</u>
15% ENGINEERING FEES:					\$9,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$70,000.00



ENGINEER'S OPINION OF PROBABLE COSTS
4th Street Pumping Station Second Pump
1/7/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Add Second Pump	LS	1	\$15,000.00	\$15,000.00
SANITARY SEWER SUBTOTAL:					\$15,000.00
CONSTRUCTION SUBTOTAL:					\$15,000.00
10% CONTINGENCY:					\$2,000.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$17,000.00</u>
15% ENGINEERING FEES:					\$3,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$20,000.00



ENGINEER'S OPINION OF PROBABLE COSTS
WWTF Blower Rebuild - Village of Brokaw
1/15/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$200.00	\$200.00
GENERAL SUBTOTAL:					\$200.00
WWTF Blower Rebuild					
2	Rebuild Leaking WWTF Blower	LS	1	\$3,172.00	\$3,172.00
WWTF Blower Rebuild SUBTOTAL:					\$3,172.00
CONSTRUCTION SUBTOTAL:					\$3,372.00
10% CONTINGENCY:					\$628.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$4,000.00</u>
15% ENGINEERING FEES:					\$1,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$5,000.00



ENGINEER'S OPINION OF PROBABLE COSTS
WWTF Blower Replacement - Village of Brokaw
1/15/2016

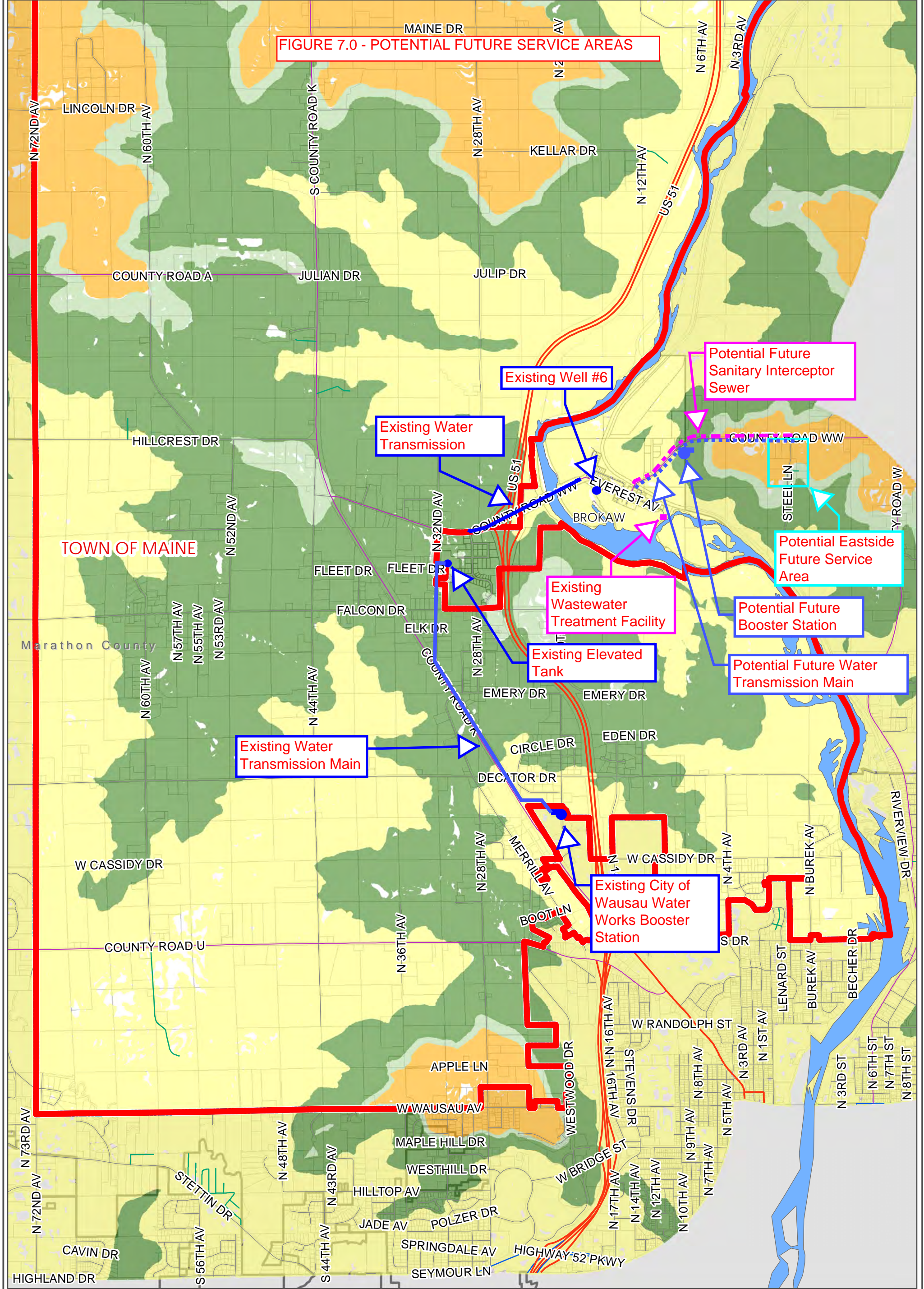
Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$300.00	\$300.00
GENERAL SUBTOTAL:					\$300.00
WWTF Blower Replacement					
2	Replace Leaking WWTF Blower	LS	1	\$4,948.00	\$4,948.00
WWTF Blower Replacement SUBTOTAL:					\$4,948.00
CONSTRUCTION SUBTOTAL:					\$5,248.00
10% CONTINGENCY:					\$752.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$6,000.00</u>
15% ENGINEERING FEES:					\$1,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$7,000.00



ENGINEER'S OPINION OF PROBABLE COSTS
Park Ave & 3RD St Storm Sewer Upgrade - Village of Brokaw
1/15/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$18,000.00	\$18,000.00
GENERAL SUBTOTAL:					\$18,000.00
STORMWATER MANAGEMENT					
2	Storm Sewer - 12" RCP, Type III	LF	40	\$35.50	\$1,420.00
3	Storm Sewer - 24" RCP Type III	LF	500	\$52.00	\$26,000.00
4	Storm Sewer - 60" RCP Type III	LF	910	\$200.00	\$182,000.00
5	Asphalt & CABC Trench Repair	LF	1,100	\$34.00	\$37,400.00
6	Apron Endwall with Pipe Grate - 60" RCP	EA	1	\$5,450.00	\$5,450.00
7	Rip Rap - 6 inch w/ Fabric - Storm Sewer Endwall	SY	9	\$50.00	\$450.00
8	Storm Manhole - 48"	EA	2	\$2,000.00	\$4,000.00
9	Storm Manhole "T" - 60"	EA	4	\$5,750.00	\$23,000.00
10	Storm Sewer Curb (Type H) Inlet - 2' x 3' Precast Box w/ Frame & Grate	EA	2	\$2,100.00	\$4,200.00
11	Trench Compaction - Storm Sewer	TF	2,010	\$4.00	\$8,040.00
STORMWATER MANAGEMENT SUBTOTAL:					\$291,960.00
EROSION CONTROL					
12	Tracking Pad	EA	2	\$530.00	\$1,060.00
13	Silt Fence	LF	200	\$1.70	\$340.00
14	Erosion Matting - Non-Channel (Class I, Type B)	SY	1,000	\$1.60	\$1,600.00
15	Inlet Protection - Type D	EA	10	\$150.00	\$1,500.00
GRADING & EROSION CONTROL SUBTOTAL:					\$4,500.00
CONSTRUCTION SUBTOTAL:					\$372,330.00
10% CONTINGENCY:					\$37,670.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$410,000.00</u>
15% ENGINEERING FEES:					\$56,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$466,000.00

FIGURE 7.0 - POTENTIAL FUTURE SERVICE AREAS



Date Created: 12-21-2015
Date Amended: 1-18-2016

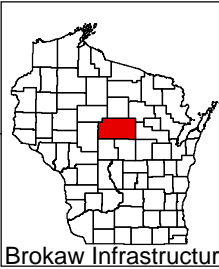
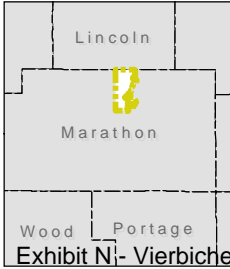


0 0.25 0.5 1
Miles

Data Sources:

File Path: M:\Maine, Town of\150273 Cooperative Plan & Incorporation\Mapping\Water Service Area

- Pressure Reducer Valve Service Area Potential (less than 1300')
- Current Service Area Potential (1300'-1410')
- Raised Tank Service Area Potential (1411'-1430')
- Required Booster Service Area Potential (Greater than 1430')

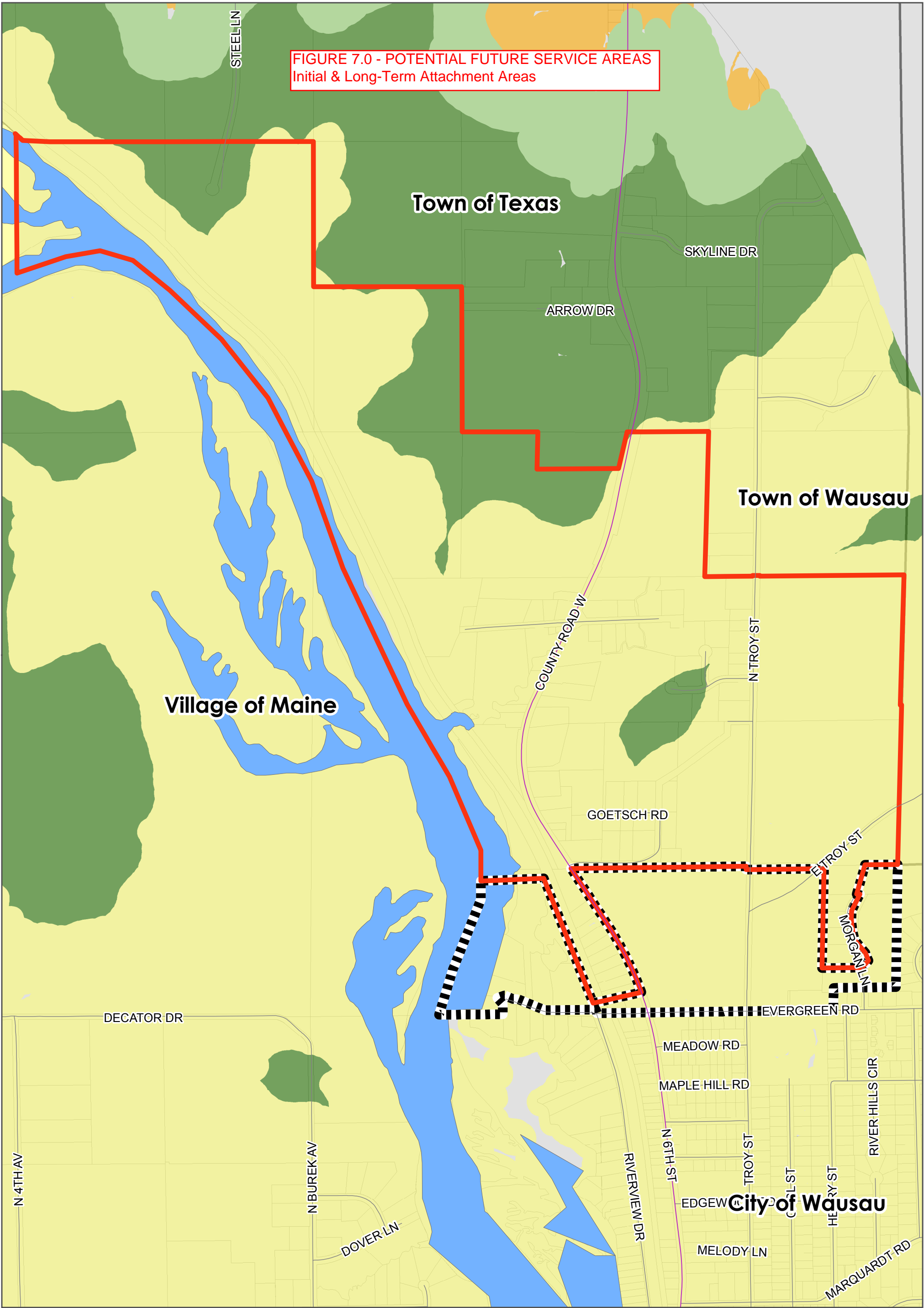


Water Service Area
Town of Maine

vierbicher
planners engineers advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
(608) 826-0530

FIGURE 7.0 - POTENTIAL FUTURE SERVICE AREAS
Initial & Long-Term Attachment Areas



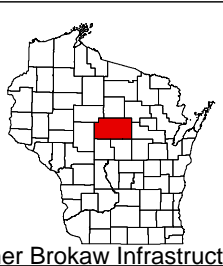
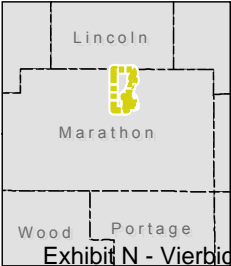
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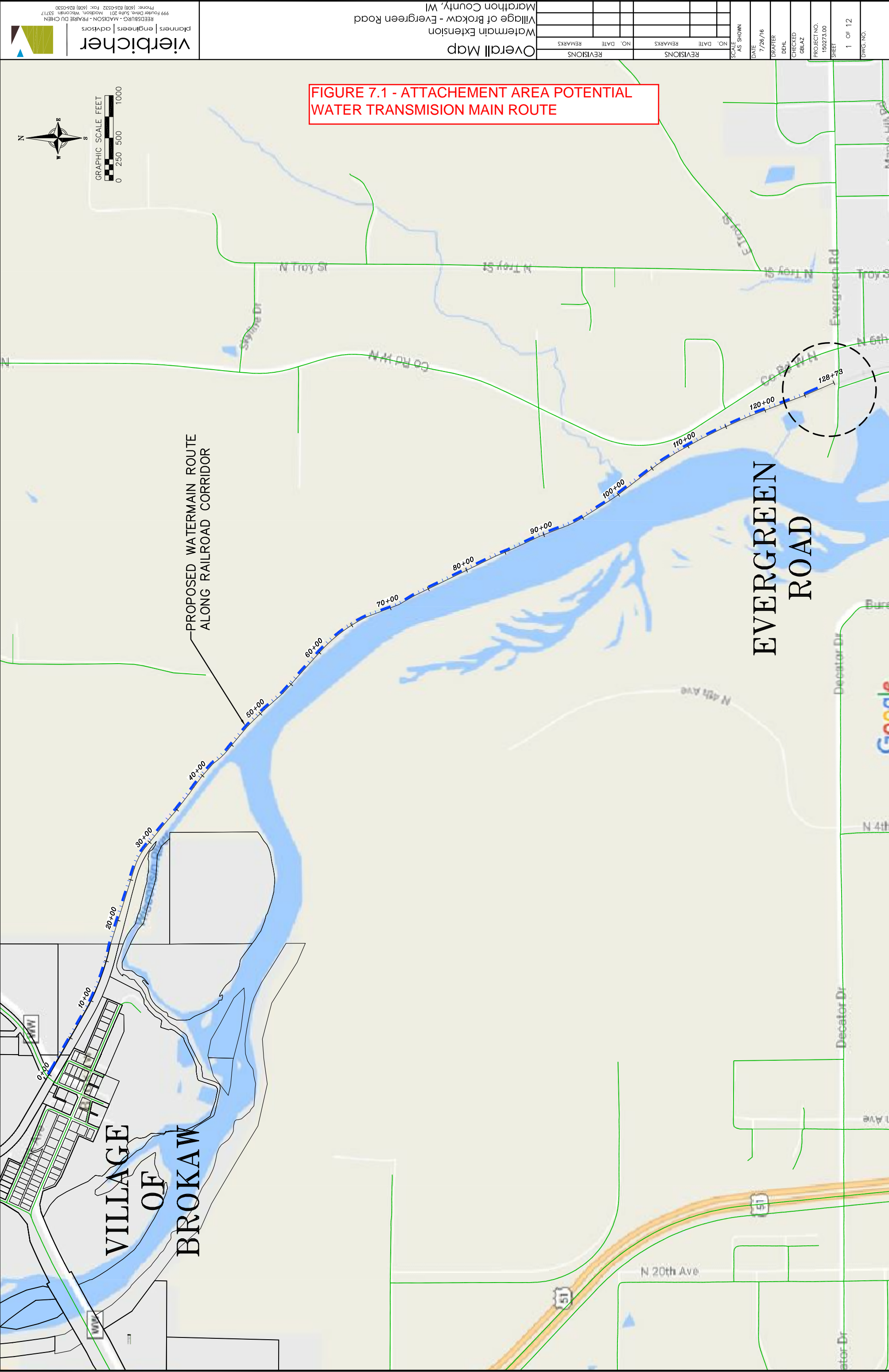
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Data Sources:

- Long Term Attachment
- Initial Attachment Area
- Pressure Reducer Needed (less than 1300')
- Acceptable Static Pressures (1300'-1410')
- Raised Tank Service Area Potential (1411'-1430')
- Pressure Booster Station Needed (Greater than 1430')



Water Service Area
Initial & Long-Term Attachment Areas
Village of Maine
vierbicher
planners | engineers | advisors
REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
608-266-0530



SCALE		AS SHOWN	
DATE	7/26/16		
DRAWER			
DEHL			
CHECKED			
OBLAZ			
PROJECT NO.			
150273.00			
SHEET			
1 OF 12			
DWG. NO.:			

Additional WWTF Capacity for Future Service Areas

Infrastructure Analysis

Village of Brokaw, WI

By: DPOP

Project No.:

Date: 1/19/16

Given:

$$\begin{aligned}
 &\text{WWTF Average Annual Design Flow} = 34,600 \text{ gpd} \\
 &\text{2012 WWTF Average Annual Flow} = 12,000 \text{ gpd} \\
 &\text{WWTF Average Annual Additional Flow Capacity} = 22,600 \text{ gpd} \\
 \\
 &\text{WWTF Average Annual Design BOD Load} = 52 \text{ lbs./day} \\
 &\text{2012 WWTF Average Annual BOD Load} = 29 \text{ lbs./day} \\
 &\text{WWTF Average Annual Additional BOD Capacity} = 23 \text{ lbs./day} \\
 \\
 &\text{2014 Residential Water Sales} = 1,843,000 \text{ gallons/yr} \\
 &\text{2014 Residential Customers} = 55 \\
 &\text{2014 Water Demand per Customer} = 91.8 \text{ gals/residential customer*day} \\
 &\text{Census 2010 Average Household Size} = 2.04 \text{ cap/DU} \\
 &\text{Average Per Capital Water Demand} = 45.0 \text{ gpcdc} \\
 &\text{Per Capita Infiltration/Inflow Allowance} = 40 \text{ gpcdc} \quad (\text{per USEPA study}) \\
 &\text{Per Capita Wastewater Generation Factor} = 85.0 \text{ gpcdc} \\
 \\
 &\text{Per Capita BOD Load Factor} = 0.17 \text{ lb./day*capita} \quad (\text{per WDNR})
 \end{aligned}$$

Find:

I. Average Annual Design Flow Additional Dwelling Unit Capacity:

$$\begin{aligned}
 &\text{WWTF Additional Capita Capacity} = \frac{\text{WWTF Average Annual Additional Flow Capacity}}{\text{Per Capita Wastewater Generation Factor}} \\
 \\
 &\text{WWTF Additional Capita Capacity} = \frac{22,600 \text{ gpd}}{85.0 \text{ gpcdc}} = 266 \text{ capita} \\
 \\
 &\text{WWTF Additional Dwelling Unit Capacity} = \frac{\text{WWTF Additional Capita Capacity}}{\text{Census 2010 Average Household Size}} \\
 \\
 &\text{WWTF Additional Dwelling Unit Capacity} = \frac{266 \text{ capita}}{2.04 \text{ capita/DU}} = 130 \text{ Dwelling Units}
 \end{aligned}$$

II. Average Annual Design BOD Additional Dwelling Unit Capacity:

$$\begin{aligned}
 &\text{WWTF Additional BOD Capacity} = \frac{\text{WWTF Average Annual Additional BOD Capacity}}{\text{Per Capita BOD Load Factor}} \\
 \\
 &\text{WWTF Additional Capita Capacity} = \frac{23 \text{ lbs./day}}{0.2 \text{ lb./day*capita}} = 136 \text{ capita} \\
 \\
 &\text{WWTF Additional Dwelling Unit Capacity} = \frac{\text{WWTF Additional Capita Capacity}}{\text{Census 2010 Average Household Size}} \\
 \\
 &\text{WWTF Additional Dwelling Unit Capacity} = \frac{136 \text{ capita}}{2.04 \text{ capita/DU}} = 67 \text{ Dwelling Units}
 \end{aligned}$$

Conclusion:

WWTF Additional Dwelling Unit Capacity = 67 Dwelling Units
--

ENGINEER'S OPINION OF PROBABLE COSTS
Eastside Transmission Main
1/18/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$23,000.00	\$23,000.00
GENERAL SUBTOTAL:					\$23,000.00
WATERMAIN					
2	Water Main - 12" DI	LF	5,600	\$63.00	\$352,800
3	Water Main - 6" DI	LF	105	\$55.00	\$5,775
4	Gate Valves - 6"	EA	7	\$2,000.00	\$14,000
5	Gate Valves - 12"	EA	7	\$3,200.00	\$22,400
6	Hydrant - New	EA	7	\$3,500.00	\$24,500
7	Trench Compaction - Water Main	TF	5,705	\$4.00	\$22,820
WATERMAIN SUBTOTAL:					\$442,295
CONSTRUCTION SUBTOTAL:					\$465,295.00
10% CONTINGENCY:					\$46,705.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$512,000.00</u>
15% ENGINEERING FEES:					\$70,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$582,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Eastside Future Service Area Booster Station - Village of Brokaw
1/18/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
GENERAL					
1	Mobilization, Bonds & Insurance	LS	1	\$12,000.00	\$12,000.00
2	USEMCO Packaged Booster Station	LS	1	\$130,000.00	\$130,000.00
3	Site Clearing, Pavement	LS	1	\$10,000.00	\$10,000.00
4	Foundations & Slab	LS	1	\$10,000.00	\$10,000.00
5	Electrical Service	LS	1	\$8,000.00	\$8,000.00
6	Generator	LS	1	\$40,000.00	\$40,000.00
8	RTU & Main SCADA Update	LS	1	\$15,000.00	\$15,000.00
GENERAL SUBTOTAL:					\$225,000.00
WATERMAIN					
9	Water Main - 12" D.I.	LF	100	\$63.00	\$6,300.00
10	Water Main - 6" D.I.	LF	15	\$55.00	\$825.00
11	Connect to Existing Water Main	EA	1	\$2,000.00	\$2,000.00
12	Gate Valves - 12"	EA	4	\$3,000.00	\$12,000.00
13	Hydrant - New	EA	1	\$3,500.00	\$3,500.00
14	Select Granular Trench Backfill (Trucked-In) - Watermain	TF	115	\$6.00	\$690.00
WATERMAIN SUBTOTAL:					\$25,315.00
GRADING & EROSION CONTROL					
15	Restoration	SY	1,120	\$0.40	\$448.00
16	Tracking Pad	EA	1	\$530.00	\$530.00
17	Silt Fence	LF	250	\$1.70	\$425.00
GRADING & EROSION CONTROL SUBTOTAL:					\$1,403.00
CONSTRUCTION SUBTOTAL:					\$251,718.00
10% CONTINGENCY:					\$25,282.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$277,000.00</u>
15% ENGINEERING FEES:					\$38,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$315,000.00

ENGINEER'S OPINION OF PROBABLE COSTS
Eastside Future Service Area Sanitary Sewer Interceptor
1/18/2016

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
1	Sanitary Sewer - 8" PVC	LF	5,600	\$55.00	\$308,000.00
2	Existing Sanitary Sewer Manhole Connection	EA	1	\$2,000.00	\$2,000.00
3	Sanitary Sewer Access Structure - 48"	EA	14	\$2,100.00	\$29,400.00
4	Trench Compaction - Sanitary Sewer	TF	5,600	\$4.00	\$22,400.00
5	Sanitary Sewer Televising Inspection	LF	5,600	\$4.00	\$22,400.00
SANITARY SEWER SUBTOTAL:					\$384,200.00
CONSTRUCTION SUBTOTAL:					\$384,200.00
10% CONTINGENCY:					\$38,800.00
ESTIMATED TOTAL CONSTRUCTION COSTS:					<u>\$423,000.00</u>
15% ENGINEERING FEES:					\$58,000.00
ENGINEER'S OPINION OF PROBABLE COSTS:					\$481,000.00



Exhibit O: Vierbicher Analysis Of Compactness



Village of Maine Characteristics of Territory (Homogeneity and Compactness)

Prepared For:
The Village of Maine
6111 N. 44th Ave.
Wausau, WI 54401

Prepared By:
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, Wisconsin 53717

Prepared On:
January 20, 2016
Revised On:
March 4, 2016
August 24, 2016

Project #150273

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§66.0207(1)(a) Wis. Stats.

"Characteristics of territory. The entire territory of the proposed village or city shall be reasonably homogeneous and compact, taking into consideration natural boundaries, natural drainage basin, soil conditions, present and potential transportation facilities, previous political boundaries, boundaries of school districts, shopping and social customs."

1.0 Regional Context

1.1 General Description

The Village of Main is located in the northern portion of Marathon County, Wisconsin, with the entirety of the Village located northwest of the City of Wausau. The Village is bounded by the City of Wausau to the south, the Village of Brokaw and the Wisconsin River to the East, County High FF/Marathon County Boundary to the north, and 72nd Ave to the west. The Village of Maine is approximately 42.39 square miles and had a 2010 US Census population of 2,337 residents for a density of approximately 55 people per square mile. Map 1.1 illustrates the current municipal boundaries.

The proposed Village of Maine boundary encompasses the Village of Brokaw and a portion of the Town of Texas. The proposed Village of Maine is approximately 44.6 square miles and has an estimated population of 2,700 residents for a density of approximately 61 people per square mile. The proposed boundary includes the existing Village of Maine Boundary, the immediate attachment area in the Town of Texas, the intermediate attachment area from the Village of Brokaw, and the long-term or final attachment area in the Town of Texas. Map 1.2 illustrates the proposed Village of Maine boundary. Furthermore, the long term attachment area follows the contours of the landscape as illustrated on Map 1.3.

1.2 Regional Context

As stated above the proposed boundary contains all of the existing Village of Maine, the Village of Brokaw, and a portion of the Town of Texas. The other surrounding Towns include Wausau, Berlin, and Stettin, Wausau (Town). The unincorporated communities of Taegesville and Mount View are partially located within the proposed Village of Maine. Nearby incorporated communities are the City of Wausau and the Village of Brokaw. See Map 1.4 for the regional context of the surrounding communities.



2.0 Cohesion, Unity, and Identity

2.1 General Area

The area proposed is in the northern portion of Marathon County, Wisconsin and bounded by the municipalities listed in the previous Regional Context section of this report. The proposed Village of Maine area contains a total of approximately 44 square miles and will have an estimated population of 2,700 residents according to the 2010-2014 American Community Survey (ACS) 5-Year Estimate.

The proposed Village of Maine includes the following neighborhoods, subdivisions, and business parks:

Subdivisions

- | | | |
|---------------------------|--|------------------------------------|
| • Assessor's Plat #1 | • North Hills 1st addition | • Northside Business Park |
| • Berenhurst | • North Hills 2nd addition | • Wausau Paper Mills COS Everest |
| • Berenhurst No. 2 | • Overlook Heights | • Restlawn |
| • Brooks Crossing Estates | • Parkchester | Business Center |
| • Country View | • Raymer Subdivision | • Brokaw East Side Business Center |
| • Doede's Addition | • St John Acres | • Brokaw West Side Business Center |
| • Higar Estates | • Tranquil River Ridge | |
| • Maine Business Park | • Werth's Riverside Estates | |
| • Meadowbrook Addition | • River Ridge | |
| • Midstate Riverside | • River Ridge 1 st Addition | |



2.2 History – Town/Village of Maine and Village of Brokaw

The Town of Maine was formalized in 1866 and included areas as far south as the Town of Rib Mountain and as far east as the area that included the Town of Texas. The Town established the majority of the present boundary in 1892 (less annexations). Since that time the City of Wausau and the Village of Brokaw slowly annexed property from the Town. The Town originated as a heavily timbered area with forests ripe with hardwoods and pines. This natural resource paved the way for the logging and paper industries that would help sustain the region for many decades to come.

After the clearing of the forested areas located further from the river the area become home to major dairy production by German emigrants. According to the Marathon County Historical Society, the Town even saw production of orchards and the cultivation of ginseng.

The Town experienced a relatively lower tax rate when compared to the majority of the urbanized areas within Marathon County, but had one of the higher town tax rates as a result of maintaining additional resources, such as a municipal fire department. The Town of Maine became a Village by referendum on December 8, 2015.

The Village of Brokaw is the quintessential company town in the early industrial America. The Village formed in 1903 after the first paper mill was established in 1899. According to the Marathon County Historical Society, formerly known as Five Mile Damn, the Village was renamed to Brokaw after Norman Brokaw, one of the co-founders and the first president of the mill. The Village was built up by the Brokaw House Building Company, a subsidiary of the paper mill that would lease units in single and two-family houses to workers in the Mill. The Village also contained a company store where residents would purchase daily goods. The company opened the first three-room school and Methodist Church in 1903.

To power the rapidly growing area the Mill and the Village constructed a hydroelectric dam. Several floods damaged the dams and the mill until the 1940's when the Village resolved the issue. In the mid to late 1940's the Company began selling homes to the residents of the community.

In 1967, a bridge over the Wisconsin River opened to connect the Village of Brokaw with the Town of Maine. In 1997, the Village annexed land from the Town of Maine for the west side businesses park and in 1998 opened the first new commercial business in the Village. In 2002, during the height of the residential construction boom, the Village purchased 52 acres on the west side of the Wisconsin River and opened the River Ridge Subdivision. The River Ridge subdivision was responsible for almost all of the residential growth over since 2000.

In the late 2000's, at the request of Wausau Paper, the Village constructed a high capacity waterline from the City of Wausau. After the paper mill closed in 2013, the Village water demand needed to utilize the oversized waterline drastically diminished and decreased demand continues to cause water quality problems for the Village. The Village now has the highest tax rate in the State of Wisconsin and still cannot generate the required revenue to pay for the recent infrastructure upgrades.



Company Store (1910)
Source: Village of Brokaw



Methodist Church (1903)
Source: Village of Brokaw



Three Room School and Club House (1908))
Source: Village of Brokaw

2.3 Demographics – Total Population

The following information obtained from the 2010 Census, the 2010-2014 ACS and various ESRI data sources provides a summary of the social and economic characteristics of the proposed Village of Maine compared to the surrounding communities of Wausau, Brokaw, Texas, Marathon County, and the State of Wisconsin. The Census data detailed below provides evidence of the social and economic homogeneity of the proposed Village of Maine.

According to the Department of Administration, the former Town of Maine grew 8.45% from 1970 to 2010. The change was less than the 37.56% change Marathon County experienced since 1970 and the 28.73% change the State of Wisconsin experienced since 1970. The Village experienced the greatest amount of sustained growth from 1990 to 2000; whereas the County experienced the greatest growth from 1970 to 1980. This total growth was subject to annexations by the Village of Brokaw and the City of Wausau. See Table 2.1 for a breakdown by decade.

Table 2.1: Demographic Changes by Decade

MCD Type	Municipality	1970 Census	1980 Census	% Change	1990 Census	% Change	2000 Census	% Change	2010 Census	% Change	Changes since 1970
Town	Berlin	758	820	8.18%	849	3.54%	887	4.48%	945	6.54%	24.67%
Town	Marathon	918	1,114	21.35%	978	-12.21%	1,085	10.94%	1,048	-3.41%	14.16%
Town	Stettin	4,199	4,436	5.64%	2,191	-50.61%	2,191	0.00%	2,554	16.57%	-39.18%
Town	Texas	1,406	1,634	16.22%	1,643	0.55%	1,703	3.65%	1,615	-5.17%	14.86%
Town	Maine	2,155	2,163	0.37%	2,206	1.99%	2,407	9.11%	2,337	-2.91%	8.45%
Village	Brokaw	312	298	-4.49%	224	-24.83%	107	-52.23%	251	134.58%	-19.55%
City	Wausau	32,806	32,426	-1.16%	37,060	14.29%	38,426	3.69%	39,106	1.77%	19.20%
County	Marathon	97,457	111,270	14.17%	115,400	3.71%	125,834	9.04%	134,063	6.54%	37.56%
State	Wisconsin	4,417,821	4,705,642	6.51%	4,891,769	3.96%	5,363,715	9.65%	5,686,986	6.03%	28.73%

Source: Wisconsin Department of Administration

Demographics – Population Density and the Impact of Annexations

As stated above, some of the more dense parts of the Town were eventually annexed to the City of Wausau; therefore, some growth may have been offset by a loss of population through annexation. According to the City of Wausau Comprehensive Plan, "Most of the territory annexed since 1960 is located on the west side of the Wisconsin River which has seen a great deal of growth as annexation allowed the extension of sewer and water utilities needed for residential, commercial, and industrial development". The Comprehensive Plan further states:

"...literally thousands of existing homes and vacant home-sites have been annexed to the City since 1960. Based on data from the 1990 Census, the area annexed to the City from 1960 to 1990 was the place of residence for 8,013 people in 1990. Thus, if the City's boundaries had remained constant since 1960, Wausau would be a mere fragment of the city it is today..."

A previous annexation growth boundary can be found in Figure 2.1.

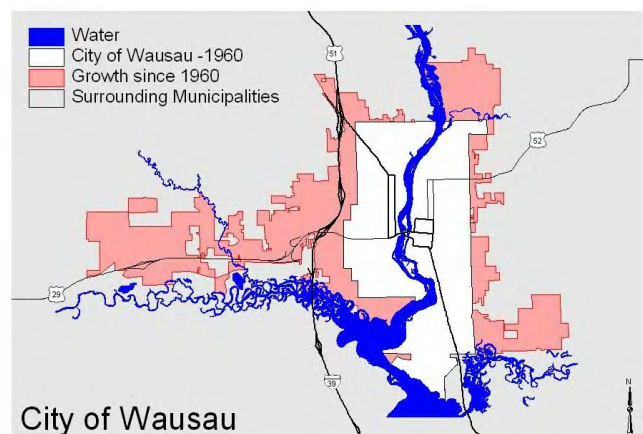


Figure 2.1 City of Wausau Annexation Growth Boundary
Source: City of Wausau

According to the goals and objectives of the Wausau Comprehensive Plan the City of Wausau plans to annex 4,590 acres of land or approximately 700% more acres than annexed from 1960-2002. Approximately 16-18% of the current Village of Maine is within the annexation boundary. According to the 2010 census, the future growth area would equate to approximately 600-800 residents or approximately 28-37% of the current population. Given the existing growth patterns, that could expand to 650 to 870 residents over the next few decades. Figure 2.2 illustrates the proposed growth boundary.

The City of Wausau Comprehensive Plan stated: “property owners typically request annexation to receive municipal sewer and water services, often in response to septic system failures or problems with private wells.” As part of the incorporation and boundary agreement process the proposed Village of Maine would attempt to retain the water services agreement the Village of Brokaw has with the City of Wausau.

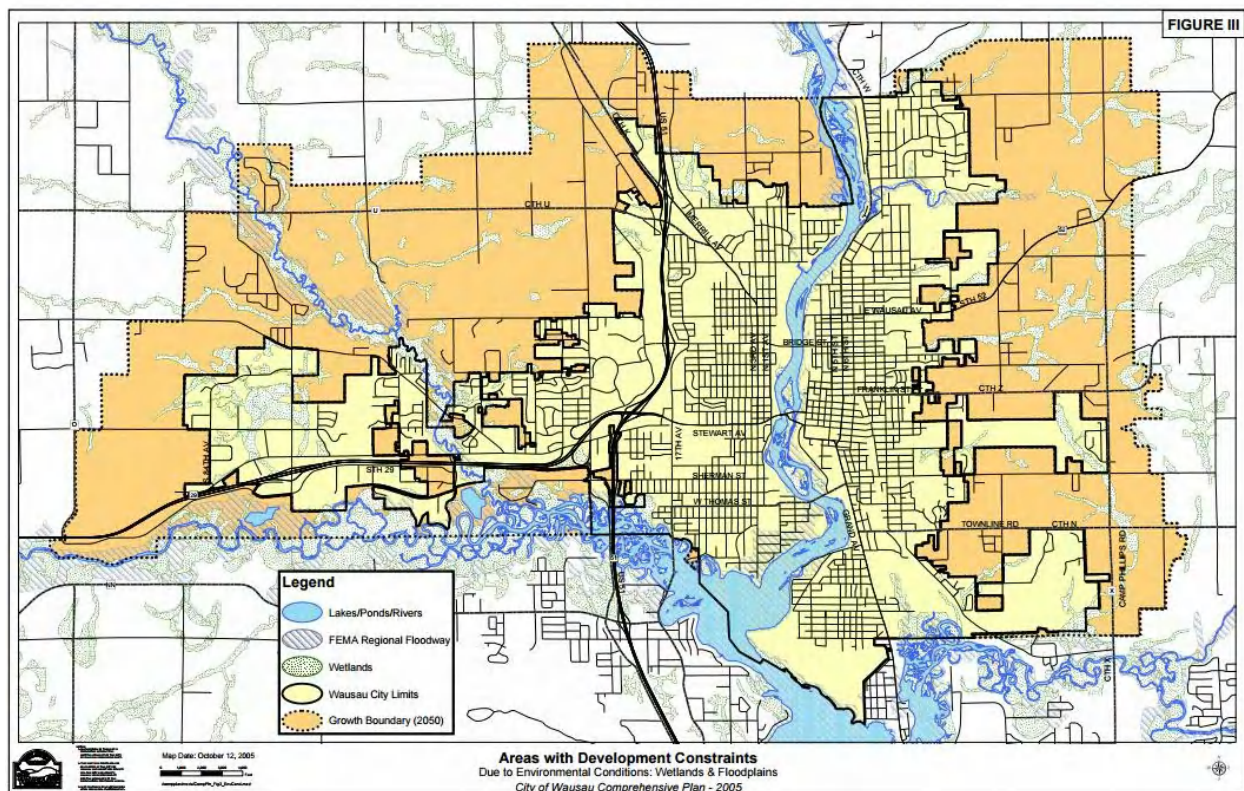


Figure 2.2 City of Wausau Future Growth Area

Source: City of Wausau Comprehensive Plan

Demographics – Proposed Village of Maine Density

According to the US Census Bureau and the Wisconsin Department of Administration, the existing village estimated population of 2,300-2,350 persons and the proposed land area of 42 square miles equates to a density of approximately 55 persons per square mile. The proposed Village of Maine boundary encompasses the Village of Brokaw and a portion of the Town of Texas. The proposed Village is approximately 44 square miles and would have an estimated population of approximately 2,700 for a density of approximately 60 people per square mile. Map 1.2 illustrates the proposed Village of Maine boundary. According to the US Census Bureau and the Wisconsin

Department of Administration 2015 Population Estimates, the proposed density would be in the bottom quartile for density amongst the 407 Wisconsin villages.

Demographics – Age

According to the 2010 Census Summary profile, the median age for the Town of Maine was 43.9 years; this is several years higher than the state median average age of 38.4 but lower than the surrounding towns and unincorporated areas. It should be noted the 2014 ACS estimates raised the estimated median age to 45.1 years. The full population distribution breakdown is as follows:

Table 2.2: Demographic Comparison - Age

MCD Type	Municipality	Total Population	0-4	5-9	10-14	15-24	25-34	35-44	45-54	55-64	65-74	75-84	85+	18+	Under 18
Town	Texas	1,615	3.90%	5.30%	4.80%	11.00%	8.00%	11.60%	22.00%	17.30%	9.10%	5.20%	1.90%	81.50%	18.50%
Town	Maine	2,337	4.80%	6.10%	6.40%	11.80%	9.50%	13.10%	18.50%	15.20%	8.60%	4.50%	1.50%	77.20%	22.80%
Village	Brokaw	251	6.40%	2.80%	0.00%	14.70%	25.90%	6.40%	16.70%	8.40%	11.20%	4.40%	0.40%	86.10%	13.90%
City	Wausau	39,106	7.30%	6.30%	6.10%	13.80%	14.50%	11.50%	13.50%	11.30%	6.60%	5.60%	3.60%	76.50%	23.50%
County	Marathon	134,063	6.50%	6.60%	7.00%	12.20%	12.20%	13.20%	15.60%	12.40%	7.20%	4.70%	2.30%	75.50%	24.50%
State	Wisconsin	5,686,986	6.30%	6.50%	6.60%	13.80%	12.70%	12.80%	15.40%	12.30%	7.00%	4.50%	2.10%	76.40%	23.60%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010

Demographics – Education

According to the 2010 Census Summary profile, the education demographic is higher than the averages for regional high school and higher education rates. Specifically, 44.3% of the population has an associate's degree or higher; this is in comparison to the 35.5% average for Marathon County and 38.4% for the State of Wisconsin. Table 2.3 lists the full education distribution breakdown.

Table 2.3: Demographic Comparison - Education (age +25)

MCD Type	Municipality	Total Population	Less Than 9th Grade	9th-12 Grade	High School Graduate	GED / Other	Some College	Associate Degrees	Bachelor's Degree	Graduate Professional Degree
Town	Texas	891	4.40%	5.50%	37.90%	5.20%	14.80%	17.20%	11.40%	3.60%
Village	Maine	1,623	1.00%	3.10%	28.80%	2.50%	20.20%	13.40%	22.00%	8.90%
Village	Brokaw	184	1.10%	3.80%	32.10%	3.30%	19.60%	14.70%	19.00%	6.50%
City	Wausau	26,523	5.30%	6.00%	26.90%	5.40%	19.40%	12.10%	16.40%	8.50%
County	Marathon	92,371	4.00%	5.10%	32.60%	3.90%	18.30%	12.40%	15.80%	7.70%
State	Wisconsin	3,885,748	3.00%	5.90%	28.10%	3.60%	21.00%	10.10%	18.70%	9.60%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010

Demographics – Employment

According to the US Census Bureau ACS employment forecasts, the Town of Maine has a stable labor force with only 2.5% of the civilian population 16 years or older (in the labor force) as unemployed. The percent of the Village in the labor force this is slightly lower than Marathon County (4.4%) and significantly lower than the City of Wausau (6.3%) and the State of Wisconsin (5.1%).

The largest employment sectors listed for the Town are Service (33.9%), Manufacturing (24.6%), and Retail Trade (13.25%). These employment rates are comparable to Marathon County and State of Wisconsin employment rates. Table 2.4 lists the full employment distribution breakdown.

Table 2.4: Demographic Comparison - Employment (age 16+)

MCD Type	Municipality	Total Population	Ag / Mining	Construction	Manufacturing	Wholesale Trade	Retail Trade	Transportation / Utilities	Information	Finance Insurance Real Estate	Services	Public Admin
Town	Maine	1,368	2.80%	6.10%	24.60%	3.10%	13.20%	3.30%	0.70%	11.00%	33.90%	2.40%
Town	Texas	891	3.70%	9.80%	29.50%	0.90%	8.60%	2.00%	1.10%	8.30%	34.30%	1.70%
Village	Brokaw	143	2.10%	8.50%	26.20%	2.80%	9.90%	2.10%	0.70%	9.90%	35.50%	2.10%
City	Wausau	18,873	0.70%	3.70%	22.00%	2.10%	12.10%	3.30%	1.90%	8.50%	43.50%	2.20%
County	Marathon	70,455	3.40%	5.10%	23.20%	2.80%	11.60%	4.30%	1.30%	8.00%	38.40%	1.90%
State	Wisconsin	2,959,077	2.50%	5.30%	18.70%	2.40%	11.50%	4.40%	1.60%	6.20%	43.80%	3.50%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.

Demographics – Household

According to the 2010 Census summary profile, the average household size for the Village of Maine was 2.63; higher than the City of Wausau (2.31), Marathon County (2.43), the State of Wisconsin (2.43). The Village median household size is further supported by 73.9% of the community resides in a two to four person households; whereas, the City of Wausau is only 56.40%, Marathon County is 65.4%, and the State of Wisconsin is at 63.2%. Table 2.4 lists the full household distribution breakdown.

Table 2.5: Demographic Comparison - Households

MCD Type	Municipality	Total Households	Average Household Size	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household
Town	Texas	645	2.50	111	301	104	81	33	10	5
Town	Maine	890	2.63	153	379	141	138	50	15	14
Village	Brokaw	123	2.04	41	52	18	10	1	0	1
City	Wausau	16,487	2.31	5,836	5,474	2,193	1,632	709	313	330
County	Marathon	53,176	2.43	13,719	19,835	7,923	7,019	2,872	1,064	851
State	Wisconsin	2,279,768	2.43	642,895	816,157	339,685	284,971	125,387	45,595	27,357

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.

Furthermore, the Village of Maine is growing in the total percentage of households at a faster rate than the City of Wausau (with annexation), Marathon County, and the State of Wisconsin. The total number of households in the Village grew by 21% from 2000 to 2010, which outpaced the City of Wausau, Marathon County, and the State of Wisconsin by approximately 9.5 to 17%. Table 2.6 lists the full household growth distribution breakdown.

Table 2.6: 2000-2010 Demographic Comparison - Household Growth

MCD Type	Municipality	Average Household Size	2000 Households	2010 Households	Total Change	Percent Annual Change	Percent Total Change
Town	Texas	2.5	637	645	8	0.13%	1.26%
Town	Maine	2.63	735	890	155	1.93%	21.09%
Village	Brokaw	2.04	102	123	21	1.89%	20.59%
City	Wausau	2.31	15,836	16,487	651	0.40%	4.11%
County	Marathon	2.43	47,702	53,176	5,474	1.09%	11.48%
State	Wisconsin	2.43	2,084,544	2,279,768	195,224	0.90%	9.37%

Demographics – Household Income

The Village of Maine had a median household income of \$65,627 and an average household income of \$79,411. In comparison, Marathon County had a median household income of \$52,951 and an average income of \$66,805, and the State of Wisconsin had a median household income of \$52,390 and an average income of \$68,135. Table 2.7 lists the full household income distribution breakdown.

Table 2.7: Demographic Comparison by Household Income

MCD Type	Municipality	Total Households	Median Household Income	Average Household Income	Per Capita Income	Less than \$15,000	\$15,000 - \$24,999	\$25,000 - \$34,999	\$35,000 - \$49,000	\$50,000 - \$74,999	\$75,000 - \$99,999	\$100,000 - \$149,000	\$150,000 - \$199,999	\$200,000
Town	Texas	645	\$ 60,012	\$ 69,440	\$ 28,330	5.40%	5.90%	12.40%	11.90%	27.60%	16.30%	15.30%	4.20%	0.90%
Town	Maine	877	\$ 65,627	\$ 79,411	\$ 31,464	6.80%	7.20%	9.00%	14.10%	18.10%	19.30%	17.30%	4.30%	3.80%
Village	Brokaw	119	\$ 62,567	\$ 73,117	\$ 29,936	7.60%	8.40%	11.80%	11.80%	17.60%	21.00%	16.80%	2.50%	2.50%
City	Wausau	16,774	\$ 41,269	\$ 55,778	\$ 23,993	13.20%	13.30%	15.20%	16.90%	18.20%	10.70%	8.10%	3.20%	1.50%
County	Marathon	54,325	\$ 52,951	\$ 66,805	\$ 27,008	9.20%	10.30%	12.20%	14.70%	20.50%	14.70%	12.70%	3.20%	2.50%
State	Wisconsin	2,323,288	\$ 52,390	\$ 68,135	\$ 27,779	11.70%	10.50%	10.90%	14.20%	19.20%	13.60%	13.10%	3.80%	3.10%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.

2.4 Community Identity

The existing Town has retained its unique identity since 1892. The proposed Village clearly has distinct regions of commercial, civic, residential, natural, and agricultural lands. It also has clearly defined places for worship, an elementary school, and several parks and trails that enhance the strong sense of place. The next section of this report identifies aspects of the community that further enhances the sense of community.

Community Identity – Clubs (Adults) The Village of Maine is currently home to the Maine Lions Club that was founded in 1958. This organization routinely holds and sponsors annual community events as fundraisers to help provide funding to other local non-profits; some events include, deer hide drop-off, chili supper, cornhole tournaments, golf tournaments, and the antique tractor pull.

Community Identity – Clubs (Families)

The Village is also home to two different 4-H clubs (Maine and North Maine). The University of Wisconsin-Extension program offers these 4-H Youth Development programs around the area to give young people opportunities to learn new skills, gain self-confidence, and contribute to their communities.

Community Identity – Churches and Cemeteries

The area proposed for inclusion in the Village of Maine contains four churches and three cemeteries. These churches and cemeteries include Grace Lutheran Church, Saint John Evangelical Lutheran Church and Cemetery, The New Testament Church, Zion Church, Maple Grove Cemetery, and Faith Lutheran Church and Cemetery. Each church offers a variety of service times throughout the week and most host Sunday school classes. These churches serve not only the existing residents from the Town of Maine but also the surrounding communities; therefore directly shaping the fabric and identity of the proposed Village. Map 2.1 identifies the local churches, cemeteries, schools, parks, trails, and other community gathering places.

Community Identity – Schools, Parks, and Trails

The proposed village is home to a variety of schools, parks, and public access trails. The parks, trails, and schools include;

- Willow Springs Gardens & The Old Town Hall
- Wisconsin River Forest Unit and Trail (detailed below)
- Brokaw Park/Recreation Area
- Restlawn Memorial Park
- Maine Elementary
- Snowmobile Trails (39.4 miles of trails)

Community Identity – Natural Features

The proposed Village is also part of the Eau Claire Flowage-Wisconsin River watershed and the Little Rib River watershed. These watersheds contain large areas of pristine forested lands with environmentally sensitive areas, including the Wisconsin River Forestry Unit. This 300 acre preserved site is bounded by the Town of Texas to the east, the Village of Maine to the west, and is bisected by the Wisconsin River. According to Marathon County, the forest "...is a mixture of mature, old white pines, young white and red pine areas, and bottomland hardwoods, within the flood plain of the Wisconsin River. There is an excellent hiking trail that parallels the ridge overlooking the flood plain." Map 2.3 identifies the local watersheds.

Community Identity – Service/Department/Districts

The Proposed Village will continue to be serviced by their own Fire Department. The current Village of Maine also serves several of the surrounding municipalities with fire response services. Map 2.3 illustrates the fire response district for the Village of Maine.

3.0 Community Businesses

3.1 Development Pattern - Community Economic Center

The proposed village could combine the economic presence of the current Village of Maine and the Village of Brokaw; therefore, granting the proposed Village a better economic strategy to better utilize and grown along the Highway 51 and County Highway WW intersection. Specifically increasing the economic presence along County Highway WW from the Wisconsin River to County Highway K. According to the Village of Maine Fire Department, the proposed Village contains the following business (Tables 3.1):

Tables 3.1 List of Businesses

List of Businesses		
Municipality	Property Address	Type of Business
Town of Maine	Faith Lutheran Church & Hall 15425 County Road K South	Place of Worship
Town of Maine	Robert's Broadcasting 6333 Rainbow Drive / Drive -by	Broadcasting
Town of Maine	Countryside Animal Hospital 14285 N 72nd Avenue	Personal Services
Town of Maine	Wausau Sales Corp 4510 County Road F	Commercial Sales/Services
Town of Maine	Mobile Warehouse 12850 County Road K South	Storage
Town of Maine	Anderson Brothers & Johnson (Quarry) 3485 Prehn Drive	Stone Quarry
Town of Maine	Lange Machine & Tool 11580 County Road K South	Commercial Sales/Services
Town of Maine	Red Granite Bar & Grill County Road K South	11420 Restaurant/Personal Services
Town of Maine	Schuelte Movers 11301 County Road K South	Personal Services
Town of Maine	Antony Gruetzmacher 4385 Naugart Road	Personal Services
Town of Maine	Anderson Brothers & Johnson (Quarry) 2180 Maine Drive	Stone Quarry
Town of Maine	Goetsch's Welding & Machine Road K South	9480 County Commercial Sales/Services
Town of Maine	Lactalis USA 8100 County Road K South	Dairy
Town of Maine	Schmidt's Ballroom Bar 7085 County Road A	Restaurant/Personal Services
Town of Maine	Grace Lutheran Church & Hall Road A	6655 County Place of Worship
Town of Maine	Willow Springs Roundbarn 6905 N. 60th Avenue	Tourism and Recreation
Town of Maine	Willow Springs Garden 5480 Hillcrest Drive	Tourism and Recreation
Town of Maine	Down to Earth Greenhouses 6104 52nd Avenue North	Personal Services
Town of Maine	NTC Agricultural Training Center 6625 County Road K South	Agricultural
Town of Maine	Maine Town Hall Avenue North	6111 44th Civic
Town of Maine	Maine Public Works 4302 Town Hall	Civic
Town of Maine	Maine Fire Department 4301 Town Hall	Civic
Town of Maine	Maine Elementary School 5901 North 44th Avenue	Civic
Town of Maine	St John's Lutheran Church 5304 North 44th Avenue	Place of Worship
Town of Maine	Burke's Construction 5102 39th Avenue North	Construction
Town of Maine	Falcon Warehousing 3700 - 1 Falcon Drive	Storage
Town of Maine	Forest Creations 3700 - 2 Falcon Drive	Craft
Town of Maine	Modern Machine Shop Falcon Drive	2003 Commercial Sales/Services
Town of Maine	Acupuncture Pain Treatment Clinic 3000 Emery Drive	Personal Services
Town of Maine	Kerber and Rose, CPA 4105 Dixie Avenue	Personal Services

List of Businesses		
Municipality	Property Address	Type of Business
Town of Maine	Central Wisconsin Woodworking 4003 Dixie Avenue	Personal Services
Town of Maine	IKAD Kustoms 4001 Dixie Avenue	Commercial Sales/Services
Town of Maine	Northwest Journey Wausau Drive	2805 Emery Counseling
Town of Maine	Asset Maintenance Drive	4202 Emery Personal Services
Town of Maine	Bryan's IDK Wings 4202 County Road WW	Restaurant/Personal Services
Town of Maine	Zom Compressor 4100 County Road WW	Commercial Sales/Services
Town of Maine	Service Motor Company Road WW	4047 County Personal Services - Auto
Town of Maine	Kemp Flooring County Road WW	4050 Construction
Town of Maine	X-Press Cash Management County Road WW, Suite A	4000 Personal Services
Town of Maine	Urban Construction North 39th Avenue	5909 Construction
Town of Maine	Jeff's Auto 6021 North 39th Avenue	Personal Services - Auto
Town of Maine	Northem State Utilities Road WW	3703 County Utilities
Town of Maine	Trailmates Snowmobile Club 3625 County Road WW	Civic
Town of Maine	Anderson Communications County Road WW	3520 Broadcasting
Town of Maine	Wayne Berry 5815 North 35th Avenue,	Agricultural
Town of Maine	Brandenburg Plumbing - Garage 5885 North 35th Avenue	Commercial Sales/Services
Town of Maine	A-Maine Storage 5880 North 35th Avenue	Storage
Town of Maine	Century Foundations 5950 North 35th Avenue	Construction
Town of Maine	Michael Ahern 3384 Geschen Drive	Agricultural
Town of Maine	Trailer Parking 3355 Geschen Drive	Storage
Town of Maine	New Construction 3352 Geschen Drive	Construction
Town of Maine	NTC Diesel Technology Geschen Drive	3353 Personal Services - Auto
Town of Maine	Rib Mountain Bowman Club Lane	2385 Julip Civic
Town of Maine	Pro-Motor Sports 5900 32nd Avenue North	Personal Services - Auto
Town of Maine	Band Instruments Repair Specialists 3380 County Road WW	Personal Services
Town of Maine	Swiderski - Marathon Implement 3301 County Road WW	Commercial Sales/Services
Town of Maine	Zastrow Trucking Drive	3450 Fleet Commercial Sales/Services
Town of Maine	K & I Service Fleet Drive	3320 Storage
Town of Maine	Schmidt's Landscaping 3280 Fleet Drive	Construction
Town of Maine	Richard's Supper Club 5305 32nd Avenue	Restaurant/Personal Services



List of Businesses		
Municipality	Property Address	Type of Business
Town of Maine	Forward Properties Avenue North: (Three Units) 4801 32nd	Property Management
Town of Maine	Dan's Service Plus 4801 32nd Avenue North	Construction
Town of Maine	Joe Radar Towing 4701 32nd Avenue North	Personal Services
Town of Maine	Northwest Petroleum 4080 (A) 20th Avenue North	Commercial Sales/Services
Town of Maine	REI 4080 (B) 20th Avenue North	Engineering
Town of Maine	Home Healing 1825 Burek Avenue	Construction
Town of Maine	Modern Sewer 1823 Burek Avenue	Construction
Town of Maine	Mauthy Construction 1805 Burek Avenue (920 10th Avenue North Onalaska WI)	Construction
Town of Maine	Northwest Tool & Manufacturing 2200 North 4th Avenue	Commercial Sales/Services
Town of Maine	3-M Graystone Plant 4000 4th Avenue North	Manufacturing
Town of Maine	Badger Bus Lines 2008 Cassidy Drive	Commercial Sales/Services
Town of Maine	Wausau Mini Storage 2100 Cassidy Drive (PO Box 996, Wausau 54402)	Storage
Town of Maine	George Baumgart Plumbing 2106 Cassidy Drive	Construction
Town of Maine	Cleary Building Corp 2108 Cassidy Drive Suite A	Construction
Town of Maine	Brad's Custom Upholstery 2108 Cassidy Drive Suite B	Commercial Services
Town of Maine	Denfield Construction 2120 Cassidy Drive	Construction
Town of Maine	Wisconsin Valley Veterinary Service 1605 Bovine Lane	Personal Services
Town of Maine	Wausau Signs 1609 Bovine Lane	Commercial Sales/Services
Town of Maine	Wausau Mini Storage 1611 Bovine Lane (PO Box 996, Wausau 54402)	Storage
Town of Maine	Tomahawk Service Company 2003 Merrill Avenue	Commercial Sales/Services
Town of Maine	Tina's Mirage Bar 2103 Merrill Avenue	Restaurant/Personal Services
Town of Maine	Grebe's Warehouse 2803 Merrill Avenue	Storage
Town of Maine	Baker- Bonski Chiropractic 2809 Merrill Avenue	Professional Services
Town of Maine	Wausau Boots and Saddle 5302 W. Wausau Avenue	Retail Sales
Town of Maine	Busy Bees Day Care Center 1511 28th Avenue North	Daycare
Town of Maine	Electrolysis and Aurora Laser Clinic 1700 36th Avenue North	Professional Services
Town of Maine	Grabdms's Country Bakery 4305 Falcon Drive	Restaurant/Personal Services

List of Businesses		
Municipality	Property Address	Type of Business
Village of Brokaw	River Ridge Apartments 5017 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5047 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5097 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5157 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5167 28th Avenue N	Apartments
Village of Brokaw	River Ridge Apartments 5177 28th Avenue N	Apartments
Village of Brokaw	Hearland Cooperative 2960 Frontier Drive	Grain Production
Village of Brokaw	David Moore 2905 Frontier Drive	Locksmith
Village of Brokaw	John Lucas Company 2865 Frontier Drive	Storage
Village of Brokaw	Anytime Self Storage 2660 Frontier Drive	Storage
Village of Brokaw	Cal Sprik 2635 Frontier Drive	Medical
Village of Brokaw	Snow Track 5555 26th Avenue N	Recreational Vehicle Sales
Village of Brokaw	Automotive Services of Wausau 2665 Freedom Drive	Personal Services - Auto
Village of Brokaw	LM Loadmasters 5475 28th Avenue N	Logistics
Village of Brokaw	Valley Scale 5555 28th Avenue N	Commercial Sales/Services
Village of Brokaw	Central State Mechanical Insulation 5500 28th Avenue N	Commercial Sales/Services
Village of Brokaw	Northwest Journey Wausau 5655 28th Avenue N	Counseling
Village of Brokaw	Army Reserve 5700 28th Avenue N	Office
Village of Brokaw	Brokaw Credit Union 300 Everest Avenue	Financial
Village of Brokaw	US Post Office 207 2nd Street	Office
Village of Brokaw	Louma Contract 214 2nd Street	Commercial Sales/Services
Village of Brokaw	TerX Shredding (Wausau Paper Mill) 107 Everest Avenue	Former Mill
Village of Brokaw	Riverview Construction Nr 1 Road Yard Road	Construction
Village of Brokaw	Brokaw Waste Water Treatment Plant E. Everest Avenue	Water Treatment Plant
Village of Brokaw	Brokaw Village Garage 3rd Street	Civic
Village of Brokaw	Brokaw Village Hall 210 2nd Street	Civic



4.0 School District Information

The current Village of Maine is completely located within the Wausau School District. Map 4.1 illustrates the school district boundary. The Wausau School District has one facility located within the proposed boundary. According to the Wisconsin Department of Public Instruction Maine Elementary enrolls between 200 and 250 students annually. Furthermore, according to the PublicSchoolReview.com, Maine Elementary maintains a student to teacher ratio of 15 to1; this is slightly higher than the 14-1 average ratio for Wisconsin average. Table 4.1 outlines the Wausau School District enrollment totals.

Table 4.1: Wausau School District Enrollment

School Name	Enrollment
A C Kiefer Educational Center	387
East High	1,020
EnrichExcelAchieveLrngAcad	80
Franklin Elementary	324
G D Jones Elementary	321
Grant Elementary	234
Hawthorn Hills Elementary	260
Hewitt-Texas Elementary	146
Horace Mann Middle	763
John Marshall Elementary	387
John Muir Middle	958
Lincoln Elementary	283
Maine Elementary	245
Rib Mountain Elementary	275
Riverview Elementary	455
South Mountain Elementary	256
Stettin Elementary	312
Thomas Jefferson Elementary	398
Wausau EGL Acad	70
WausauAreaMontessoriCharter	96
West High	1,358
Total	8,628

5.0 Existing Ordinances and Governing

Zoning Ordinance

The Village of Maine adopted the current zoning ordinance in January 1998. The Village of Brokaw adopted the current zoning ordinance in June 1991. The Town of Texas Zoning Ordinance became effective June 11, 2007, and closely mimics the existing Village of Maine ordinance adopted ten years prior. Map 5.1 illustrates the zoning districts.

A complete analysis of the existing zoning codes is included in Table 5.1. The analysis only considers districts that would be included as part of the boundary agreements. The table includes a recommendation/modification section that will guide elected officials when adapting annexed property to the existing zoning code.

Table 5.1 Zoning Comparison

Town of Maine			Town of Texas		Village of Brokaw	
District	District	Proposed Modifications	District	Proposed Modifications	District	Proposed Modifications
AG: Agricultural District					A/R: Agricultural /Residential	Merge some dimensional standards. Most are consistent or applicable
WP: Wetland Preservation District						
R1: Single Family Residence District	RS-1/20: Single Family Residence District	None				
					R1: Single Family Residence District	Creation of a more urban district to accommodate reduced set backs, lot area.
					R2: Single Family Residence District	Creation of a more urban district to accommodate reduced set backs, lot area.
					R3: Two Family Residence District	Creation of a more urban district to accommodate reduced set backs, lot area.
R2: Multiple Family Residence District					R4: Multiple Family Residential District	Revise lot area standards to create a more urban multifamily district
CP: Conservancy Protection District						
RC: Recreation District	RC: Recreation District	None				
PUL: Public or Utility Lands					P: Public and Semipublic District	Define permits and conditional uses
B1: Community Service Business	C1: Commercial District	None			B1: Business District	No dimensional standards. Need to comply with Maine zoning ord
B2: General Commercial District						

Comprehensive Plans:

The Towns of Maine and Texas and the Village of Brokaw intend on update their comprehensive plans to reflect the state of the area since the closing of the mill in 2013.

Comprehensive Plan – Existing Village of Maine

The Village of Maine (at the time the Town of Maine) adopted the current comprehensive plan on November 21, 2009. This plan was to meet the requirements under Wisconsin Statutes 16.965, 16.9615 and 66.1001 – the legislation better known as “Smart Growth Law.” It outlines the community’s goals and objectives to address the issues and opportunities identified in the separate chapter of the Conditions and Issues Report to help facilitate and guide future growth. Goals and objectives were developed relative to each of the required nine Smart Growth plan elements. The goals and objectives, specific policies, strategies and actions, and future land use map are recommendations to enable the community to achieve planned and systematic growth. The project started in 2002 and was a result of a multi-jurisdictional issues and opportunities research between 12 villages, three cities, and 38 towns conducted by URS, the goals and strategies section of the plan was completed shortly after.

Relevant Goals, Objectives, & Strategies:

Land Use Goal 2: Provide tools for managing growth.



Objective: To utilize intergovernmental cooperation for joint planning and joint decision-making under Section 66.1001 (2)(g) to effectively implement a Comprehensive Land Use Plan.

Strategy: To seek intergovernmental cooperation for joint planning and joint decision-making under Section 66.1001 (2)(g) to preserve and implement the Town's Comprehensive Land Use Plan.

Land Use Goal 4: Ensure that annexations proceed in an orderly manner.

Objective: To continue to strengthen lines of communication and work cooperatively with the City of Wausau and Village of Brokaw to coordinate future growth and development along common borders.

Policy: The Town of Maine strongly supports coordination of development along common boundaries.

Policy: The Town of Maine will continue to work cooperatively with its incorporated neighbors regarding annexation.

Strategy: Work with the City of Wausau and Village of Brokaw to explore opportunities to establish cooperative boundary agreements to manage growth along common boundaries.

Utilities Goal 1: Ensure a sufficient supply of potable water.

Objective: To work with surrounding municipalities to explore opportunities for orderly extensions of water and sewer services as a shared public service to intergovernmental cooperation for joint planning and decision-making pursuant to Section 66.1001 (2)(g).

Objective: To continue to work cooperatively with the Village of Brokaw to coordinate development in areas under the Village's Wellhead Protection Plan.

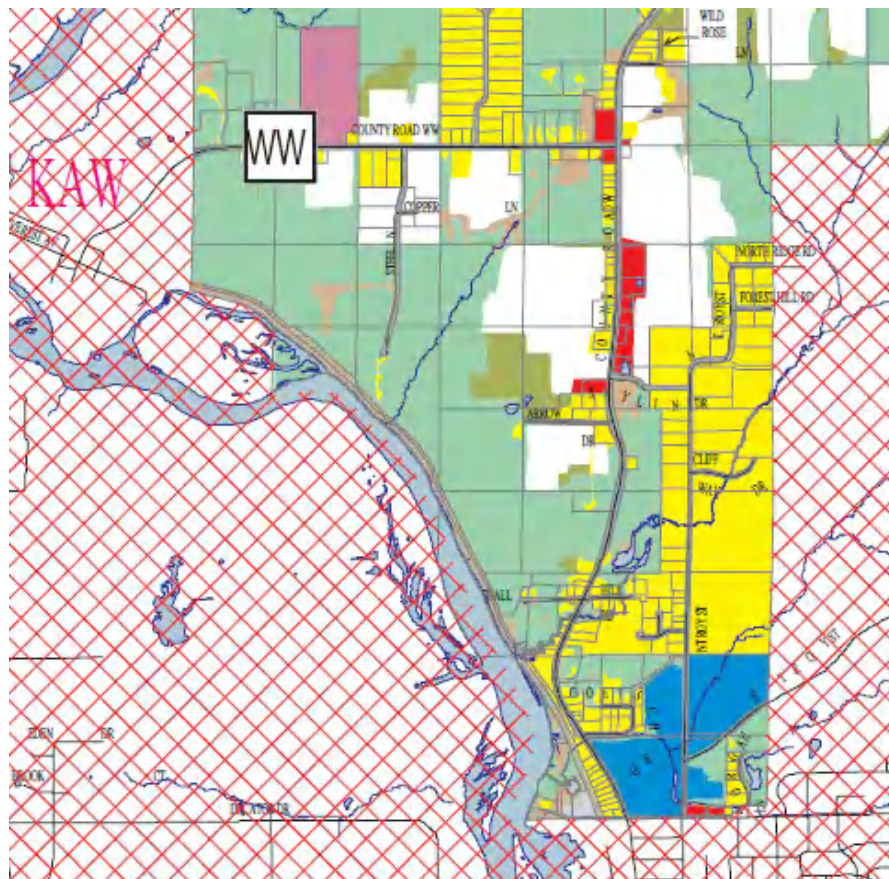
Strategy: Meet with the Village of Brokaw and City of Wausau to discuss the use of shared public services under the intergovernmental cooperation for joint planning and joint decision-making provided under Section 66.1001 (2)(g).

Comprehensive Plan – Existing Town of Texas

The Town of Texas adopted the current comprehensive plan in January 2006. This plan was to meet the requirements under Wisconsin Statutes 16.965, 16.9615 and 66.1001 – the legislation better known as “Smart Growth Law.” It outlines the community's goals and objectives to address the issues and opportunities identified in the separate chapter of the Conditions and Issues Report to help facilitate and guide future growth. Goals and objectives were developed relative to each of the required nine Smart Growth plan elements. The goals and objectives, specific policies, strategies and actions, and future land use map are recommendations to enable the community to achieve planned and systematic growth. The project started in 2002 and was a result of a multi-jurisdictional issues and opportunities research between 12 villages, three cities, and 38 towns conducted by URS, the goals and strategies section of the plan was completed by MSA. The proposed boundary agreement would maintain the land uses as stated in the current Town of Texas Comprehensive plan as detailed in Figure 5.1 below.

Figure 5.1 Existing Town of Texas
Future Land Use Map

- Single Family Residential
- Multi-Family Residential
- Commercial
- Industrial
- Quarry
- Barren
- Crop Land
- Other Agriculture
- Transitional Agriculture
- Forest Land
- Public/Quasi-Public
- Recreational
- Transportation
- Water



The developable lands in proposed incorporation area from the Town of Texas into the Village of Maine are nearly fully developed with exception to the lands owned controlled under Restlawn Memorial Park and the lands in the long-term attachment. The lands in the Long Term Attachment area follow the steep slope terrain and will remain in planned forested state under the existing Future Land Use Plan. Therefore, the subject area will be maintained in the current state by private sewer systems.

Relevant Goals, Objectives, & Strategies:

Land Use Goal 2: Provide tools for managing growth.

Objective: To base land use decisions on Texas' adopted comprehensive plan.

Strategy: Identify areas where public utilities are likely to be extended in the future and ensure lot sizes are appropriate to accommodate future urban density development.

Land Use Goal 4: Coordinate with adjacent communities on development and/or annexation projects.

Objective: To continue to work cooperatively with the City of Wausau and Village of Brokaw to coordinate future growth and development along common borders.

Policy: The Town of Texas strongly supports coordination of development along common boundaries.

Strategies: Work with the City of Wausau and Village of Brokaw to explore opportunities to establish cooperative boundary agreements to manage growth along common boundaries.

Strategies: Work cooperatively with the City of Wausau and/or the Village of Brokaw to prepare a coordinated zoning plan if Extraterritorial Zoning authority is initiated.

Utility Goal 1: Protect the Town's water resources, including groundwater sources of potable water.

Objective: To continue to work with the Village of Brokaw to follow regulations established in the Wellhead Protection Plan.

Objective: To work with the Village of Brokaw and City of Wausau to proactively identify areas that may have public water systems in the future.

Strategy: Meet with the Village of Brokaw and City of Wausau to discuss establishment of cooperative boundary agreements to plan for orderly extension of water and sewer services.

Intergovernmental Cooperation Goal 1: Coordinate development and planning activities with surrounding communities.

Objective: To maintain lines of communication with the City of Wausau and Village of Brokaw to discuss potential annexations and/or boundary agreements.

Objective: To work cooperatively with the Village of Brokaw to implement the Wellhead Protection Plan and extra-territorial zoning.

Policy: The Town of Texas will strive to cooperate and coordinate with its neighbors and the region to manage growth and development.

Strategy: Work cooperatively with adjacent municipalities to review and coordinate development along common boundaries.

Strategy: Continue to engage in regular communication with the Village of Brokaw and City of Wausau on annexation issues.

Comprehensive Plan – Existing Village of Brokaw

The Village of Brokaw adopted the current comprehensive plan in January of, 2006. This plan was to meet the requirements under Wisconsin Statutes 16.965, 16.9615 and 66.1001 – the legislation better known as “Smart Growth Law.” It outlines the community's goals and objectives to address the issues and opportunities identified in the separate chapter of the Conditions and Issues Report to help facilitate and guide future growth. Goals and objectives were developed relative to each of the required nine Smart Growth plan elements. The goals and objectives, specific policies, strategies and actions, and future land use map are recommendations to enable the community to achieve planned and systematic growth. The



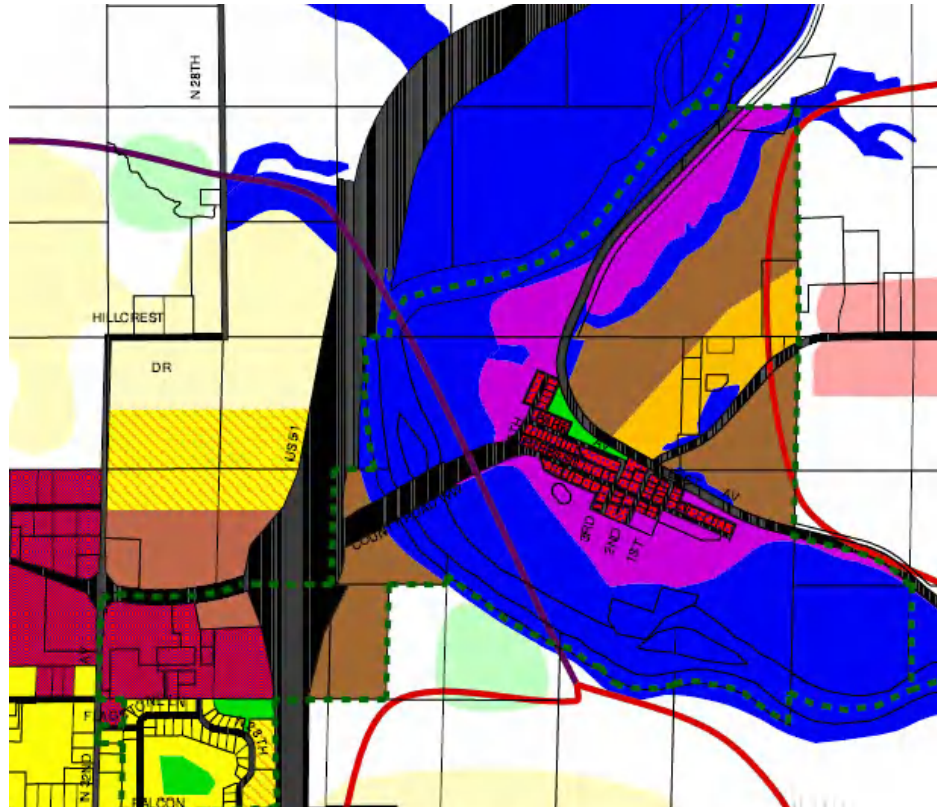
project started in 2002 and was a result of a multi-jurisdictional issues and opportunities research between 12 villages, three cities, and 38 towns conducted by URS, the goals and strategies section of the plan was completed by Foth & Van Dyke, and Associates. The proposed boundary agreement will maintain the land uses as stated in the current Village of Brokaw Comprehensive plan as detailed in Figure 5.2.

Figure 5.2 Existing Village of Brokaw Future Land Use Map

GROWTH AREAS
 [Green outline] EXTRA TERRITORIAL JURIS.
 [Purple outline] PRIMARY GROWTH AREA
 [Red outline] SECONDARY GROWTH AREA

PREFERRED LANDUSE
 [Brown] COMMERCIAL
 [Blue] FLOODPLAIN
 [Magenta] HEAVY INDUSTRIAL
 [Pink] LIGHT INDUSTRIAL/COMMERCIAL
 [Yellow] LOW DENSITY RESIDENTIAL
 [Orange] MULTI-FAMILY RESIDENTIAL
 [Light Yellow] ONE/TWO FAMILY RESIDENTIAL
 [Green] PARK/OPEN SPACE
 [Black] TRANSPORTATION
 [Dark Blue] WETLAND
 [Dark Brown] WOODLAND
 [Red] INDUSTRIAL SUPPORT TRANSITION

GENERALIZED LANDUSE
 [Pink] GENERAL COMMERCIAL/LIGHT INDUSTRIAL
 [Light Green] GENERAL RECREATIONAL
 [Yellow] GENERAL RESIDENTIAL



The lands in proposed incorporation area from the Village of Brokaw into the Village of Maine were developed using the existing sewer and water infrastructure. Therefore, the subject area will continue to be maintained by the sewer and water infrastructure. A complete summary of the utility infrastructure is included in a separate section of this report.

Relevant Goals, Objectives, & Strategies:

Economic Development Goal 1: Support the organizational growth of economic development programs in the region and the Village.

Objective: Increase cooperation between communities regarding land use planning and economic development issues.

Intergovernmental Cooperation Goal: Foster the growth of mutually beneficial intergovernmental relations with other units of government.

Objective: Work with surrounding communities through this planning process and at least every five years as plans are evaluated/amended to encourage an orderly, efficient

development pattern that preserves natural resources and minimizes conflicts between land uses.

Objective: Pursue opportunities for cooperative agreements with the City of Wausau and surrounding towns regarding annexation, expansion of public facilities, and growth management.

Each of the three comprehensive plans illustrated the desire to work with all of the adjoining communities for annexation and development purposes. The plans did not identify the closing of the mill as a threat; furthermore, the Village of Brokaw even identified the presence of Mill as an asset to provide a solid tax base. The closing of the mill drastically altered the utility services and the economic forecast of Brokaw and the region. The Village and Towns did attempt to work with the City of Wausau following the closure of the Wausau-Mosinee Paper Corporation, but were unable to reach an agreement to implement the intergovernmental elements of the plans.

County Jurisdiction

Each of the three listed municipalities is subject to the Marathon County subdivision and land division process and wetland protection ordinances. The Village of Brokaw has a separate floodplain ordinance.

County Jurisdiction - Shoreland Zoning

The proposed Village of Maine will continue to be governed by Marathon County ordinances relating to private on-site sewerage systems, private wells, and county highway access control. The village will also adhere to the related Marathon County shoreland zoning standards, which will be enforced by the proposed village

Committees and Commissions – Village Board of Supervisors

The existing Town and Village Boards are served by Board Supervisors, elected in the spring, and serve two-year terms beginning on the third Tuesday in April. Supervisor 1 and Supervisor 3 are elected in even years; Supervisor 2, Supervisor 4, and the Village Chairperson are elected in odd years. All five Town Board Supervisors are at-large, which means they serve all of the residents equally. Board members also serve as commissioners on the local committees of jurisdiction. This process will be maintained with the proposed Village.

6.0 Land Use Trends

The Town of Maine and Town of Texas experienced a sustained stable growth over the past decade while the Village of Brokaw experienced a slight reduction in population and consequently building starts after 2010. The majority of the building starts in the Village of Brokaw happened in the early 2000's after the Village opened up the western subdivision annexed from the Town of Maine. Table 6.1 identifies the building starts by year since 2000. It should be noted that several areas of the Town of Maine were annexed into the City of Wausau thus impacting growth statistics.



Table 5.2: 2000-2015 Building Starts

M C D Type	M unicipality	Number of Increase	Percent Increase From Pre 2000
Town	Maine	135	17.3%
Town	Texas	60	9.1%
Village	Brokaw	103	312.1%
City	Wausau	2,384	14.9%
County	Marathon	10,082	21.0%
State	Wisconsin	364,314	16.0%

7.0 Transportation System

Highway 51 bisects the proposed village and serves as the principal arterial road leading into and out of the City of Wausau. Other collector roads include County Highways K, WW, U, F, and FF. Map 7.0 illustrates the vehicular transportation network.

The Proposed Village is also mapped to be part of the regional bike network that is to be developed over the next few decades. See Wausau Area Metropolitan Planning Organization and Planning Commission below.

8.0 Local, County, and Regional Plans

Marathon County Comprehensive Plans –

Marathon County is currently preparing an update to the County Comprehensive Plan. The previous plan was adopted May 23, 2006.

Sewer Service Planning Area

Marathon County Conservation, Planning & Zoning Department serves as the water quality planning agency under the direction of the Wisconsin Department of Natural Resources. This organization creates water quality goals, annual plans, and maintains the sewer service map.

According to their resources:

The goals of sewer service planning are to plan for communities' wastewater collection systems to adequately accommodate growth, to protect the communities' water supply through sound planning, and to assure growth occurs in a cost-effective manner. The on-going Wausau Urban Area Sewer Service Area planning effort is intended to consolidate these efforts of the communities within the area, and to coordinate planning activities with adjacent communities and other on-going planning activities (transportation planning, comprehensive planning, hazard mitigation planning).

Map 8.1 identifies the sewer service area.

Wausau Area Metropolitan Planning Organization and Planning Commission (Transportation Plans and Programs)

Both the Village of Brokaw and the Village of Maine are represented as a member of the Marathon County Metropolitan Planning Commission. The current guiding documents prepared by the MP) are as follows:

- Coordinated Public Transit - Human Services Transportation Plan 2014-2018
- Long Range Transportation Planning (LRTP)
- Transportation Improvement Program (TIP)
- Transit Development Program (TDP)
- Unified Planning Work Program (UPWP)
- Public Participation Plan



- Federally Obligated Projects
- Wausau MPO Bicycle and Pedestrian Plan
- 2007 Cooperative Agreement for Continuing Transportation Planning
- Marathon County Transportation Program Needs Assessment

9.0 Reports and Feasibility Studies

A copy of the 2015 Village of Brokaw Financial & Economic Study (prepared by Schenck SC and Principal, Phillips Borowski, SC) and a copy of the Village of Brokaw Infrastructure Analysis Report are also included as exhibits to this report.

10.0 Existing or Closed Solid Waste Landfills

Landfills

There are no private or public landfills located within the district.

Brownfields

The proposed Village of Maine has twenty closed brownfields that could require additional monitoring before any land disturbing activities. The proposed Village of Maine also has four open brownfields, primarily located in the current Village of Brokaw. The proposed Village also has twenty closed brownfield sites. Map 10.1 illustrates the locations of the open and closed brownfield sites.

11.0 Irregular Boundaries

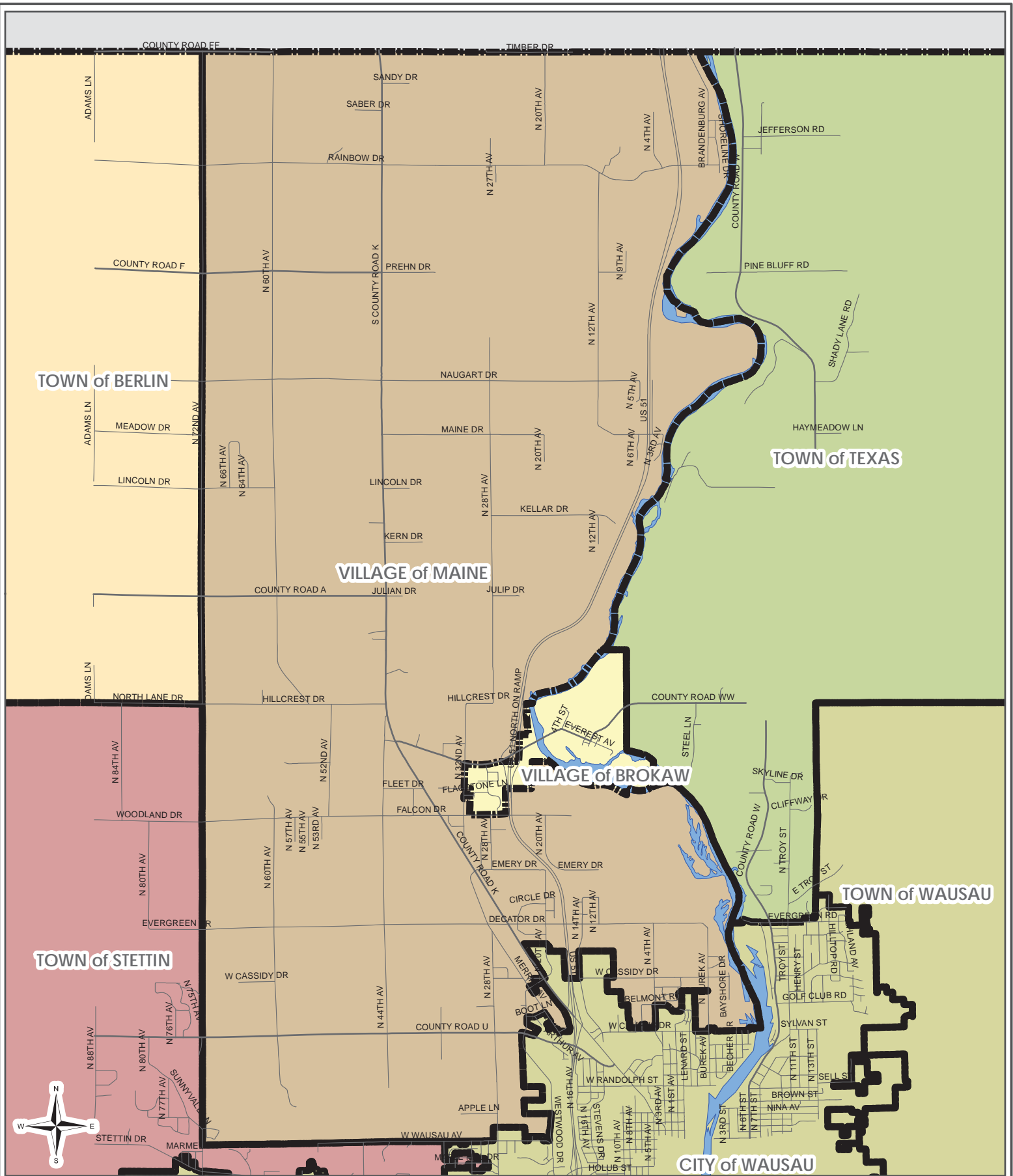
The boundaries of the proposed incorporated area do not form irregular boundaries; the boundaries easily identifiable by man-made or natural physical features. The eastern boundary of the proposed Village of Maine consists of the eastern bluff the Wisconsin River, the current Village of Brokaw boundary and N Troy Street. The southern Boundary line is the current Village of Maine boundary and Evergreen Road. Furthermore, the boundary for the Long-Term Attachment Area generally follows the east bluff of the Wisconsin River Valley while stepping down along section and quarter section lines to the Town of Wausau border. An effort was made to ensure primarily forest land and residential areas are in the Long-Term Attachment Area while farms and cropland remain in the Town of Texas. The western property line is current Village of Maine boundary line. The northern boundary is the current Village of Maine also known as County Highway FF.

12.0 Summary of Findings

The petitioners believe that the area proposed for the Village of Maine clearly meets all of the requirements of Wisconsin Statutes. The petitioners feel that the area is compact and homogenous and feel that the area has sufficient private utility service to maintain the edges of the municipality while the attachment of the Village of Brokaw and a portion of the Town of Texas will enable the proposed Village to provide public water services to residents of the territory. This will incentivize additional development to defray costs related to increasing or expanding sewer services in the area.

Therefore, the petitioners believe that the proposed village can provide for the level of services desired and needed by the residents of the area; furthermore, each of the petitions to incorporate into the City of Wausau could potentially be serviced by the infrastructure in the proposed Village. For all these reasons the petitioners on behalf of the territory ask the





Map 1.1: Existing Municipal Boundaries

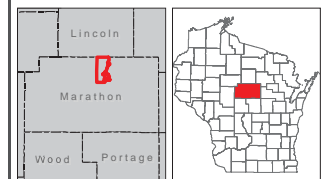
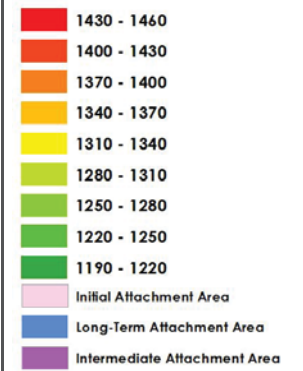
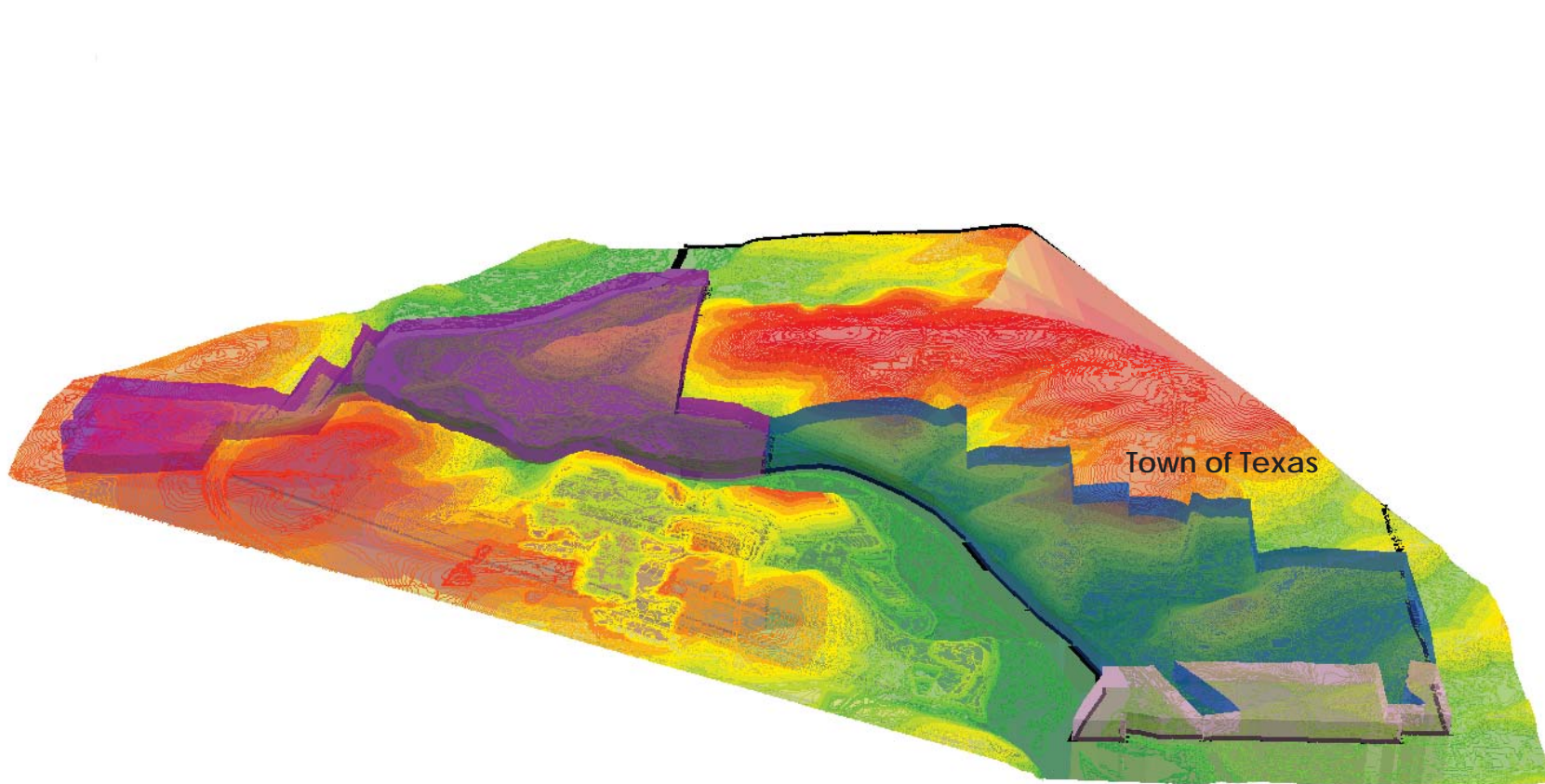


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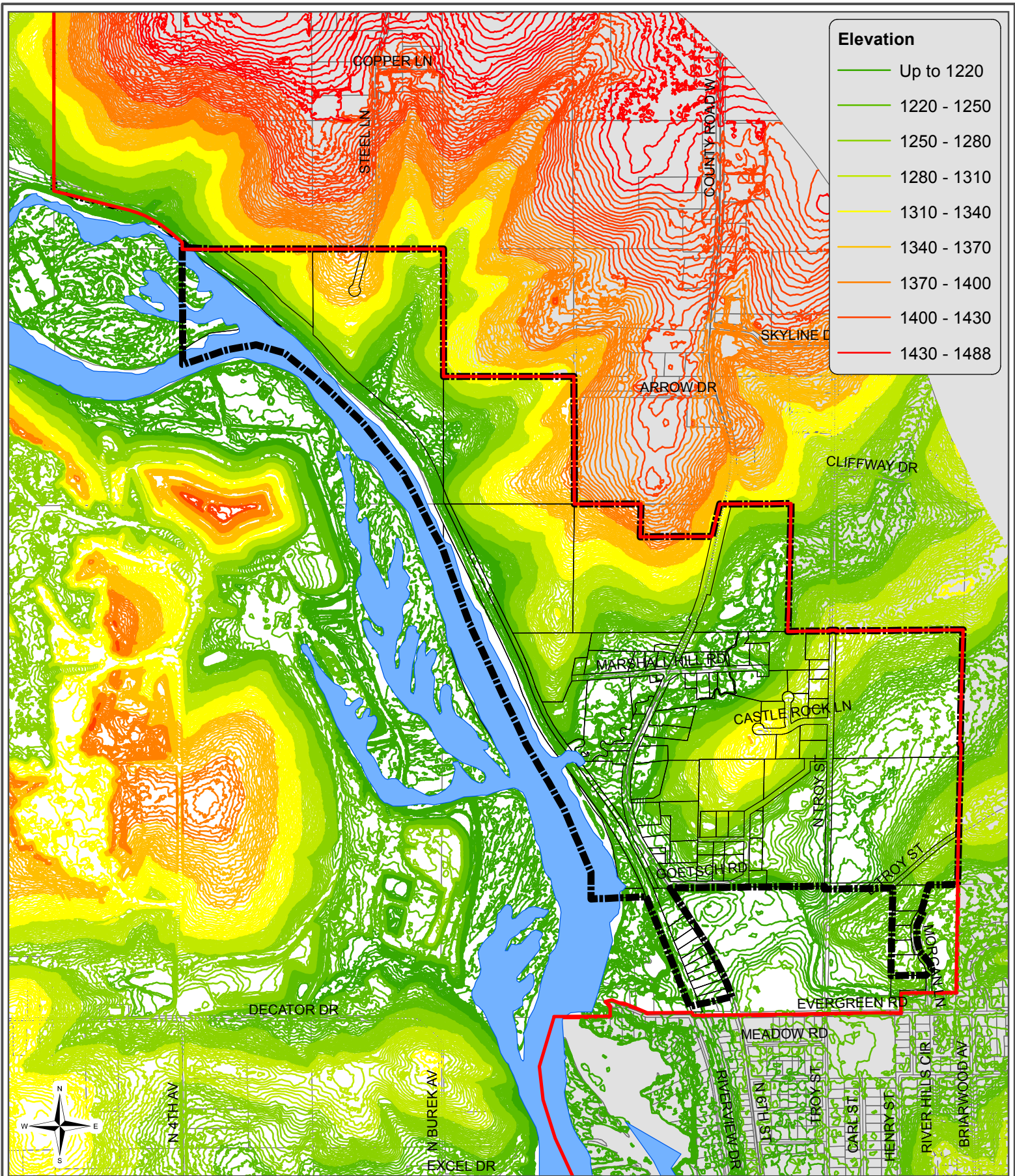
Map 1.3:
Topography Representation
Village of Maine




 Date Created: 07-28-2016
 Date Amended: 08-02-2016
 Data Sources: ESRI, Vierbicher

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File Path: M:\Maine, Town of\150273 Cooperative Plan & Incorporation\Mapping\Contour\Attachment Area Surface



Map 1.3B: Long Term Attachment Area: Topography

Long-Term Attachment Area

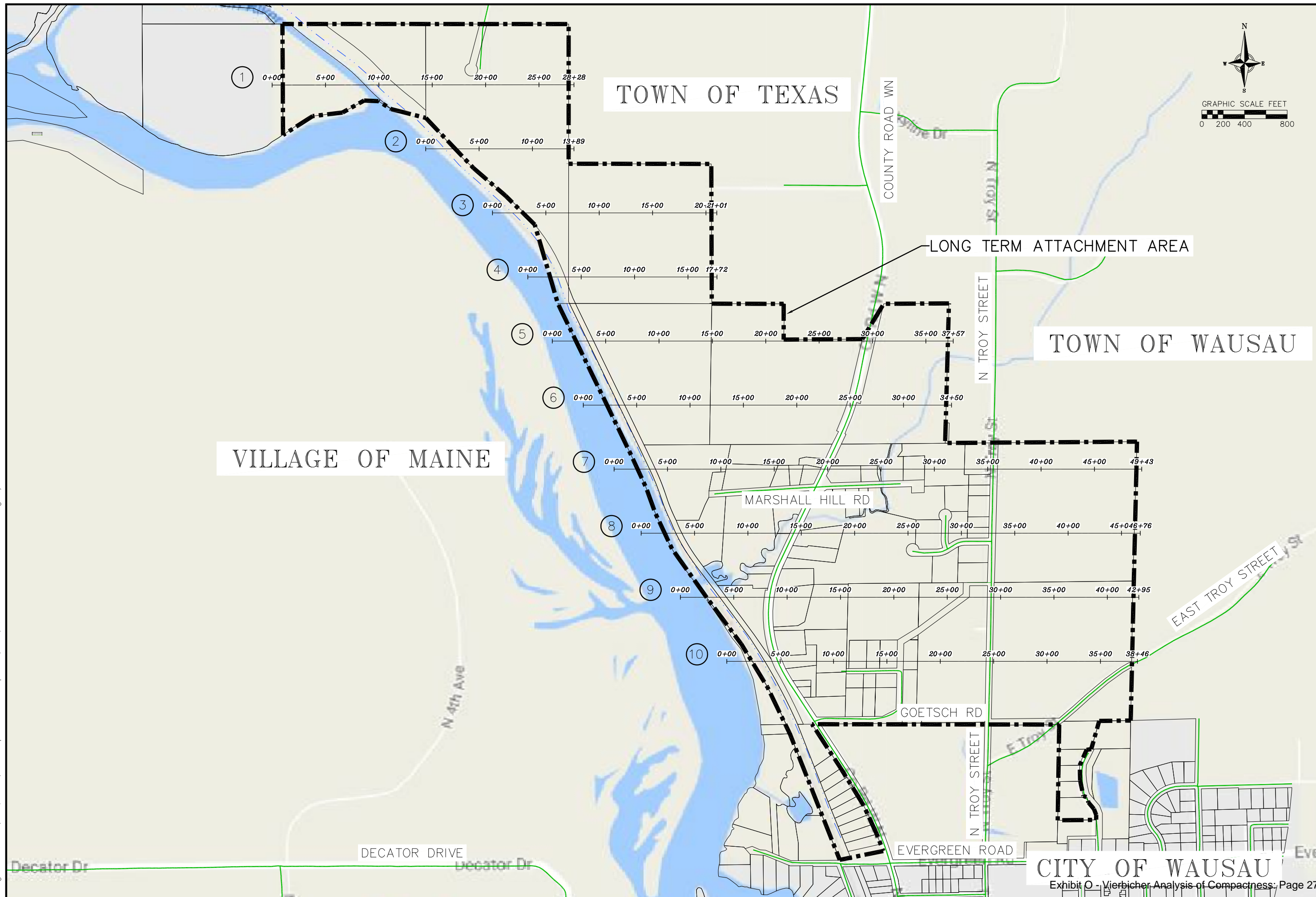


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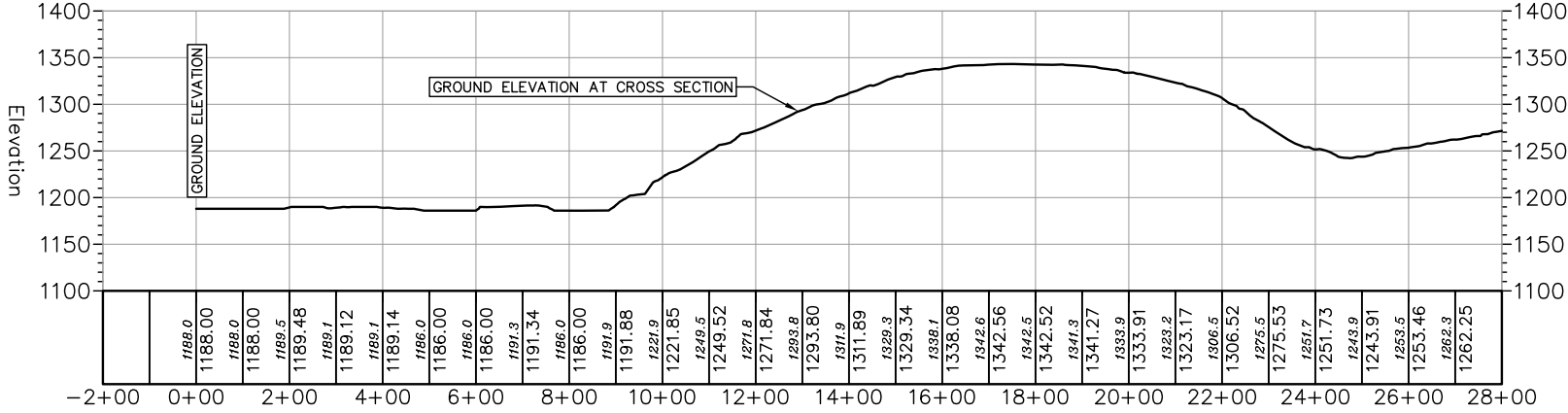
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Exhibit O - Vierbicher Analysis of Compactness: Page 26

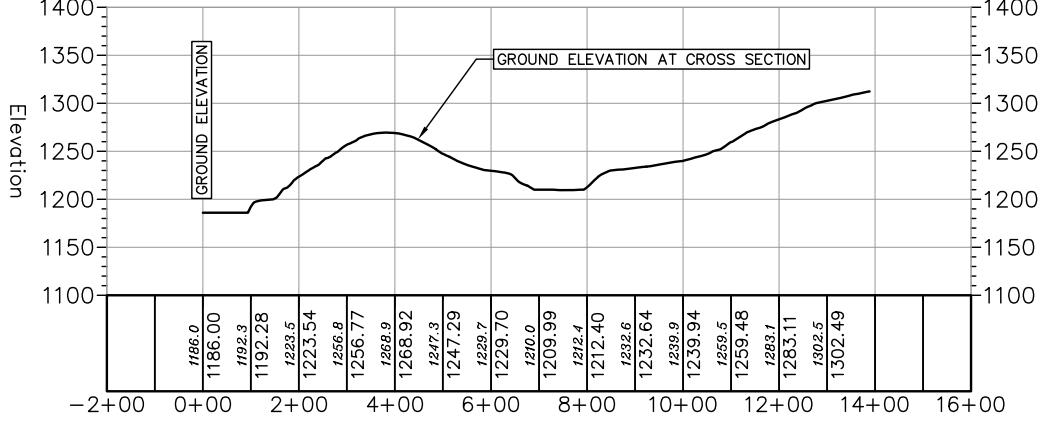


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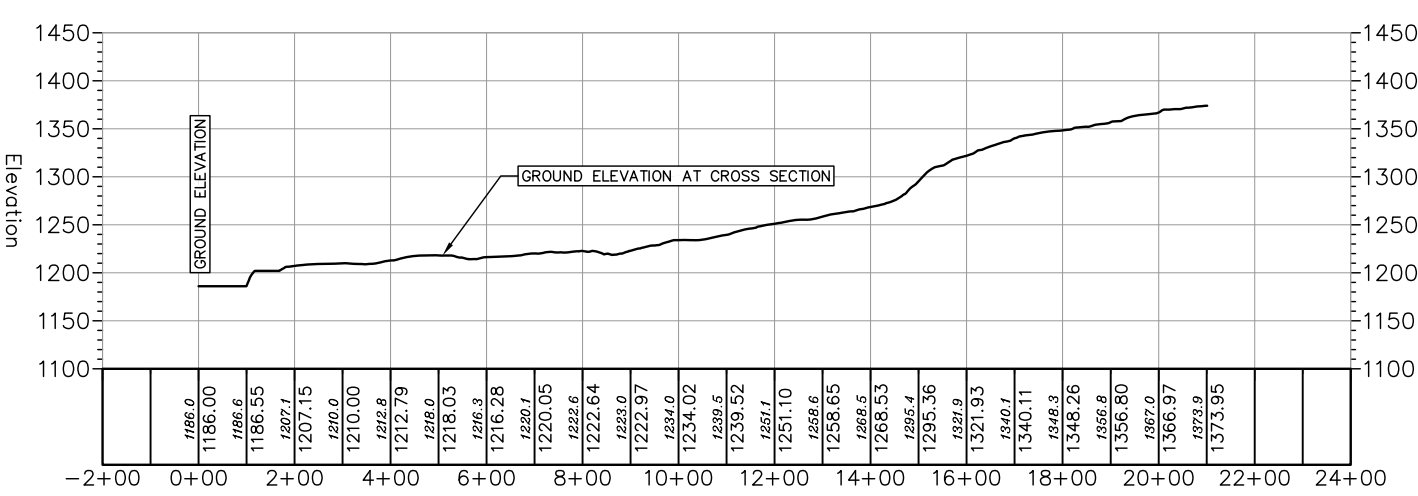
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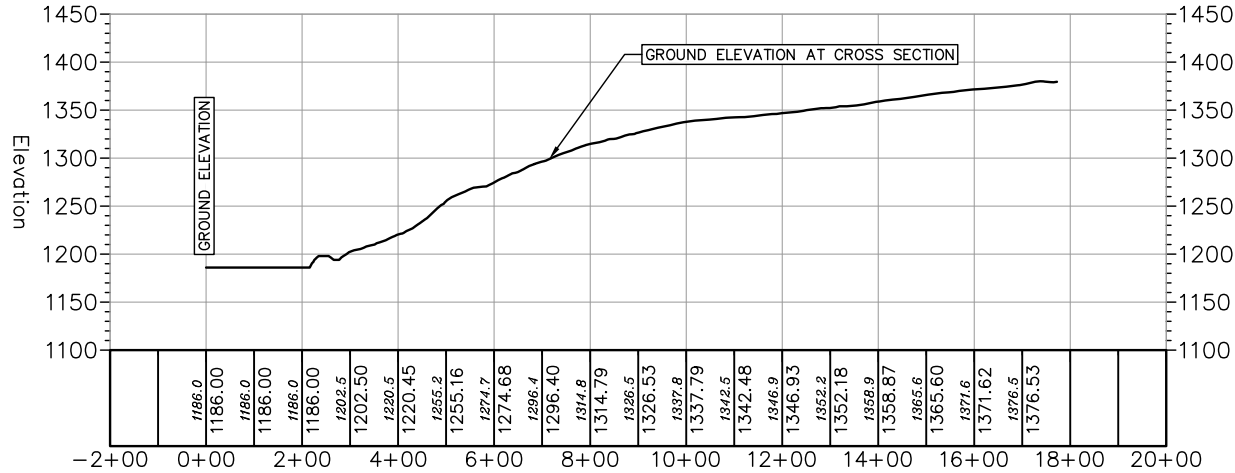
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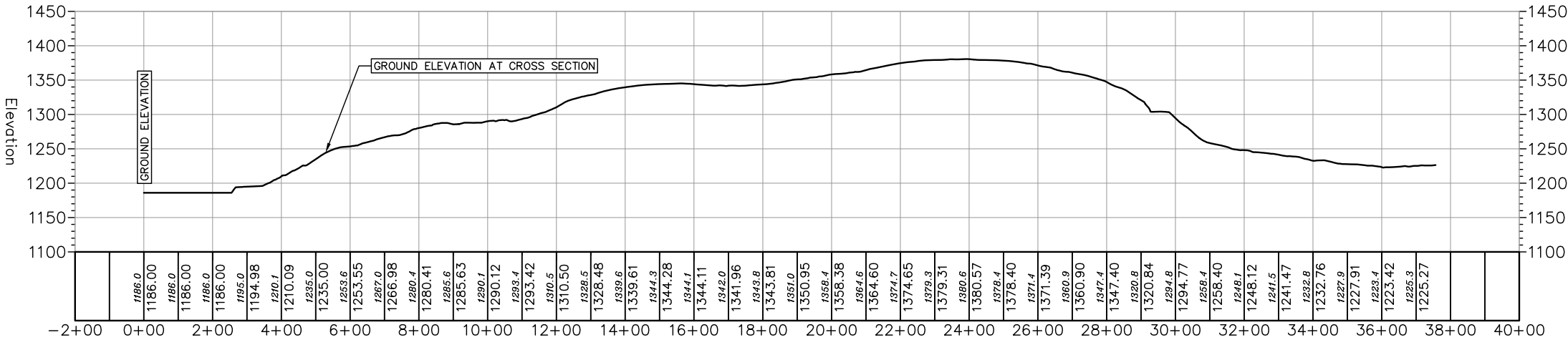
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HORIZONTAL: 1" = 200'
VERTICAL: 1" = 2'
Exhibit O - Vierbicher Analysis of Compactness: Page 28

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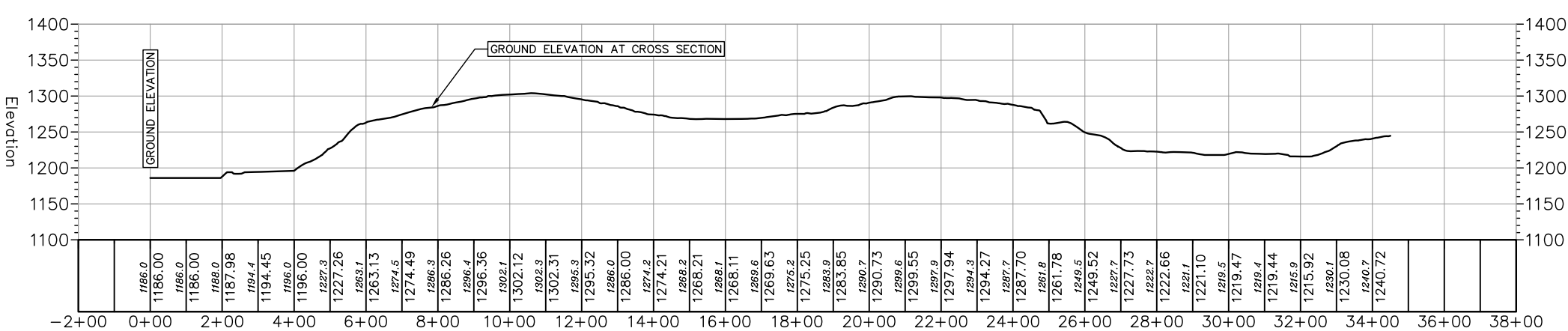
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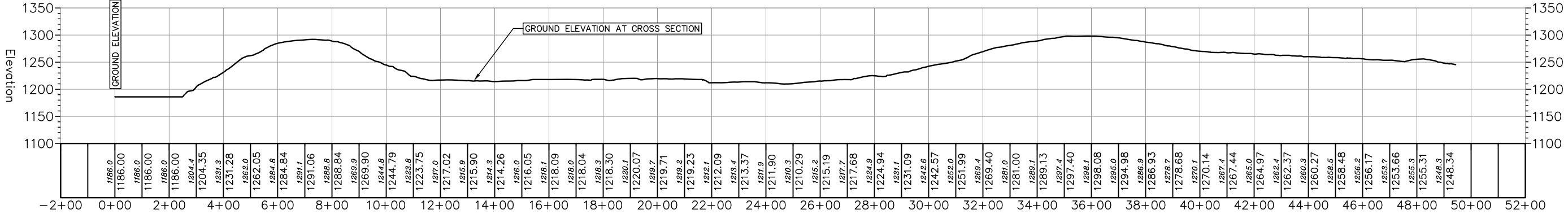
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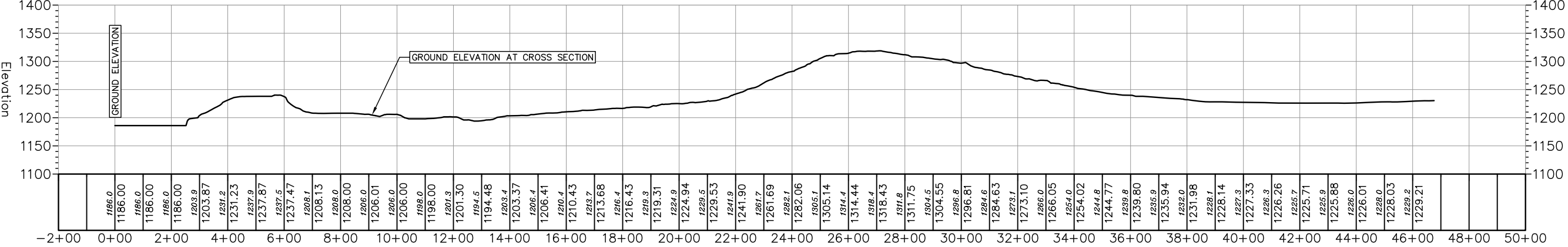
SCALE
HORIZONTAL: 1" = 200'
VERTICAL: 1" = 2'
Exhibit O - Vierbicher Analysis of Compactness: Page 29

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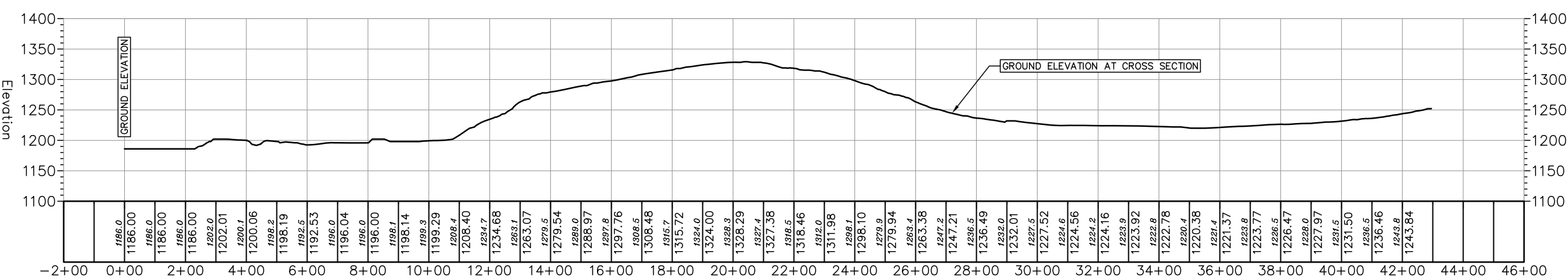
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SCALE
HORIZONTAL: 1" = 200'
VERTICAL: 1" = 2'



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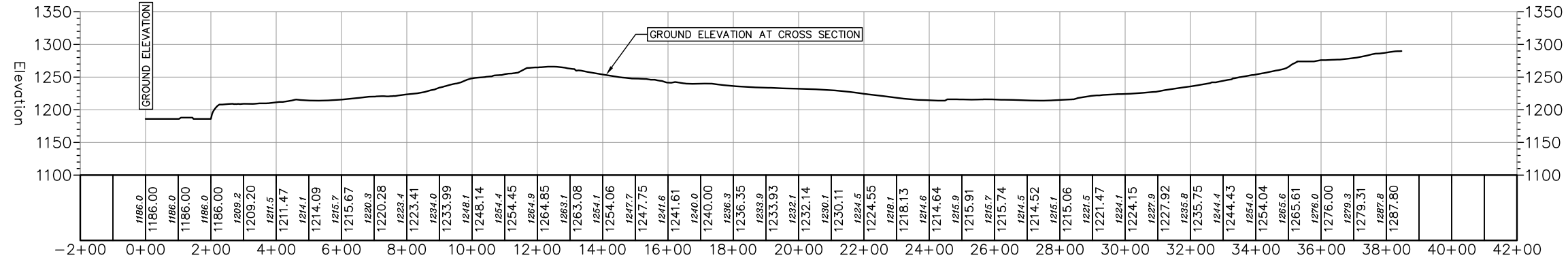
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Cross Section

Long term Attachment Area
Village of Brokaw - Evergreen Road
Marathon County, WI

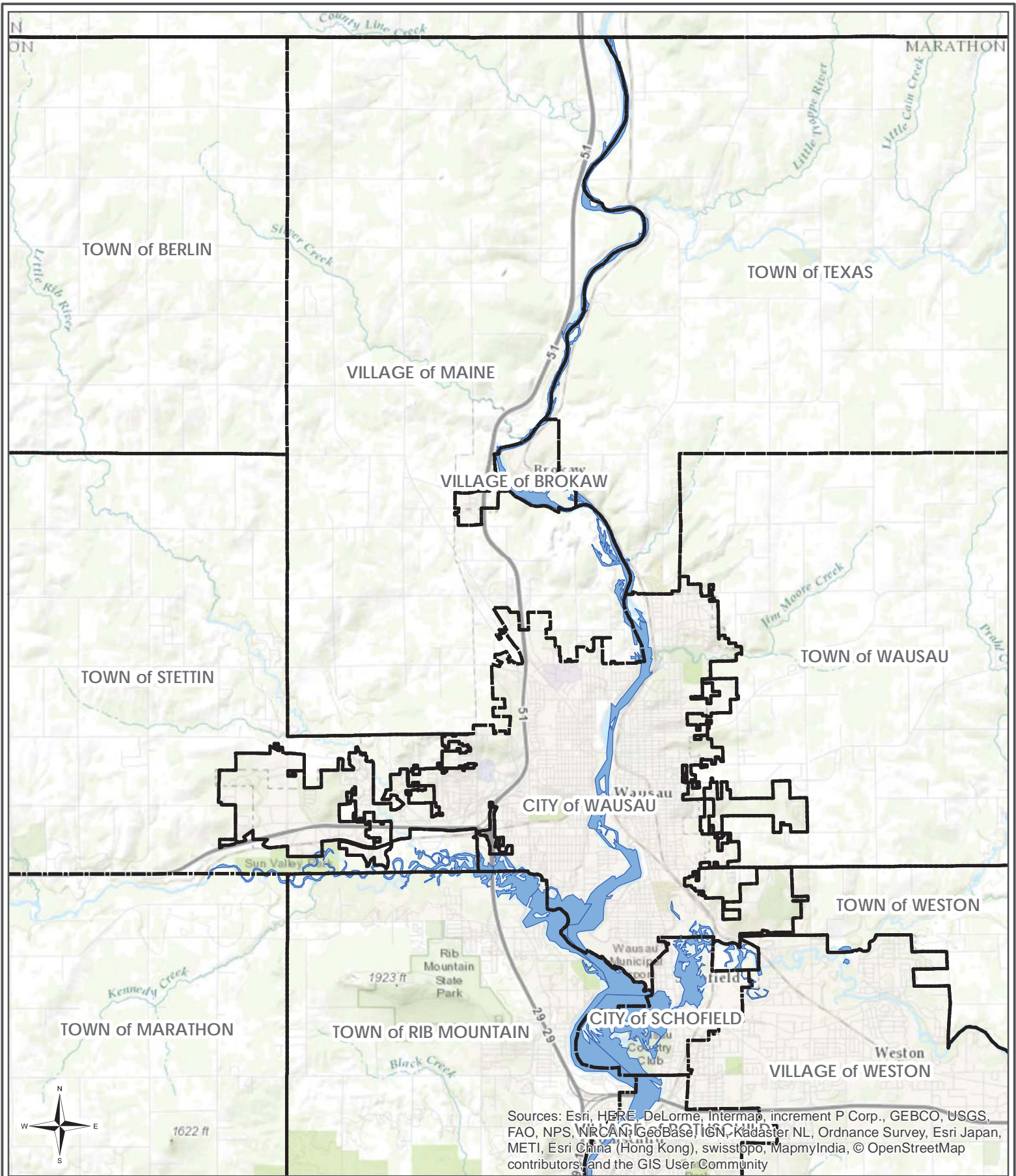
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CROSS SECTION 10



SCALE
HORIZONTAL: 1" = 200'
VERTICAL: 1" = 2'

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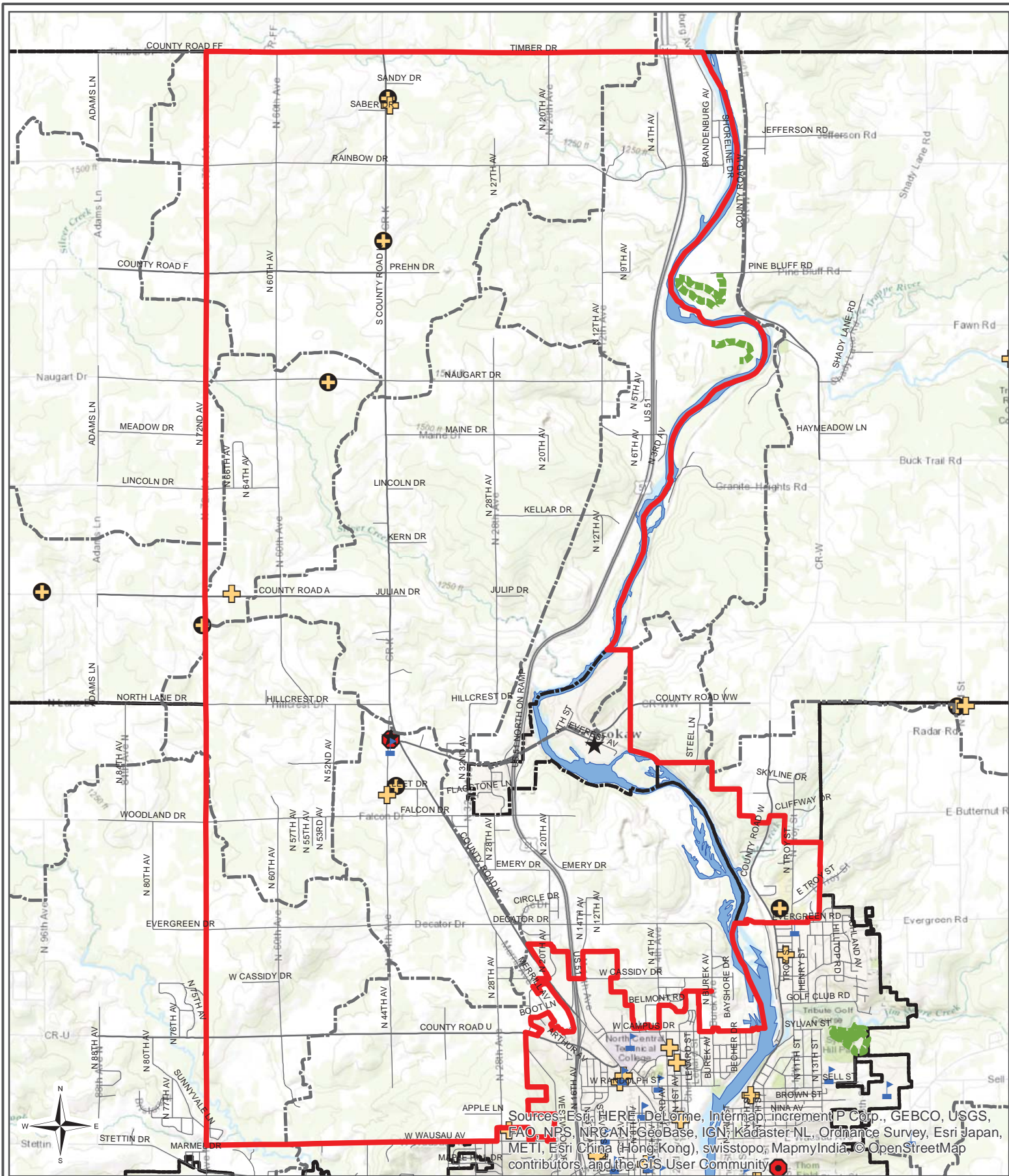


Map 1.4 Surrounding Community Context

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Map 2.1: Cultural Identifiers
Community Gathering Places

0 0.5 1 2
 Miles

Municipal Hall
 Fire Department
 Church
 Cemetery

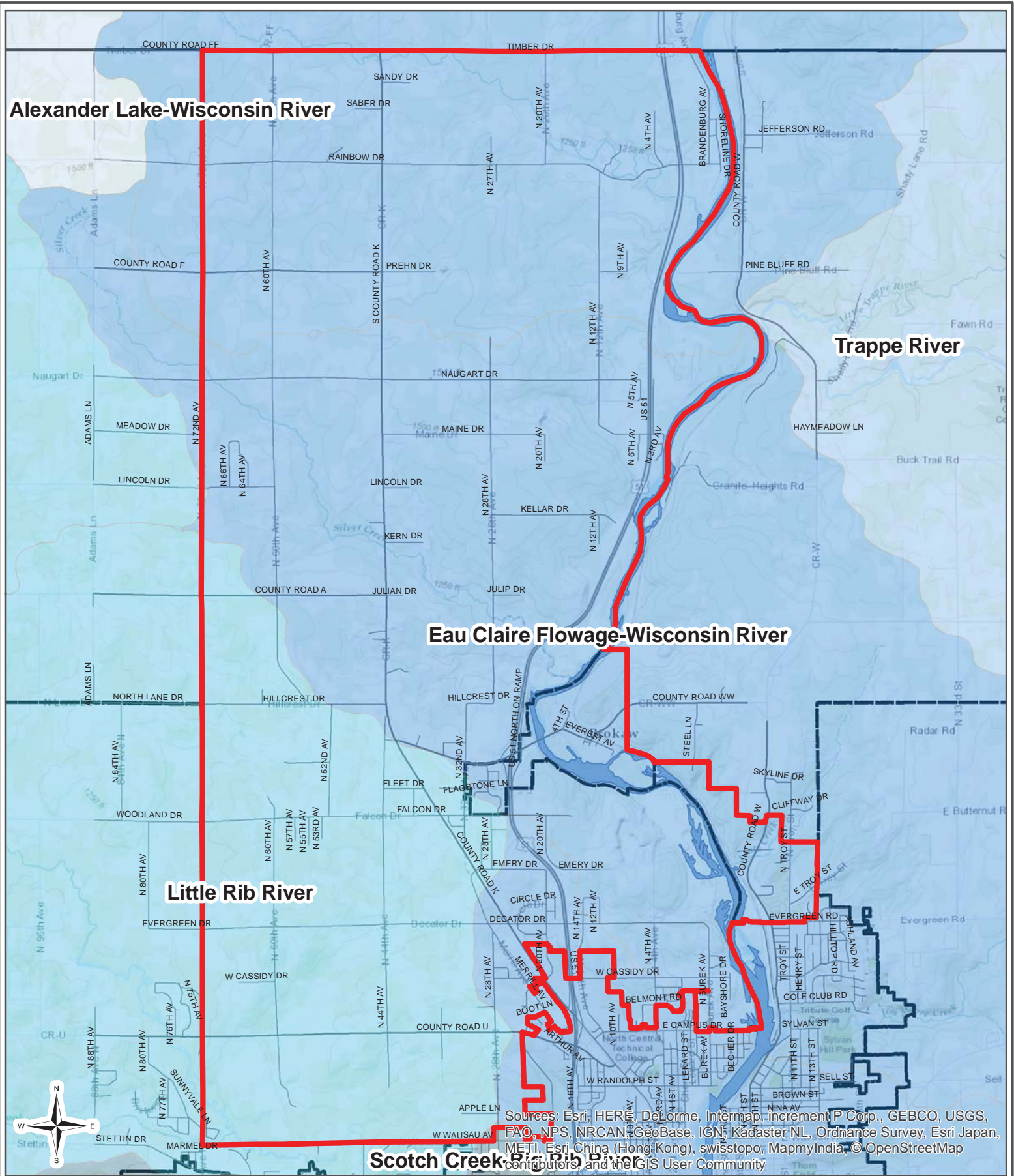
★ snowmobile_trails
 ● Forestry Trail
 + School
 ⊕

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Exhibit O - Vierbicher Analysis of Compactness Page 33



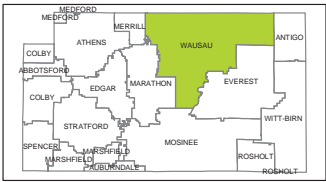
Map 2.2: Cultural Identifiers
Local Watersheds

0 0.5 1 2
Miles

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Map 4.1

WAUSAU SCHOOL DISTRICT

SCHOOL DISTRICT BOUNDARIES DEVELOPED
FROM PROPERTY SCHOOL TAX INFORMATION



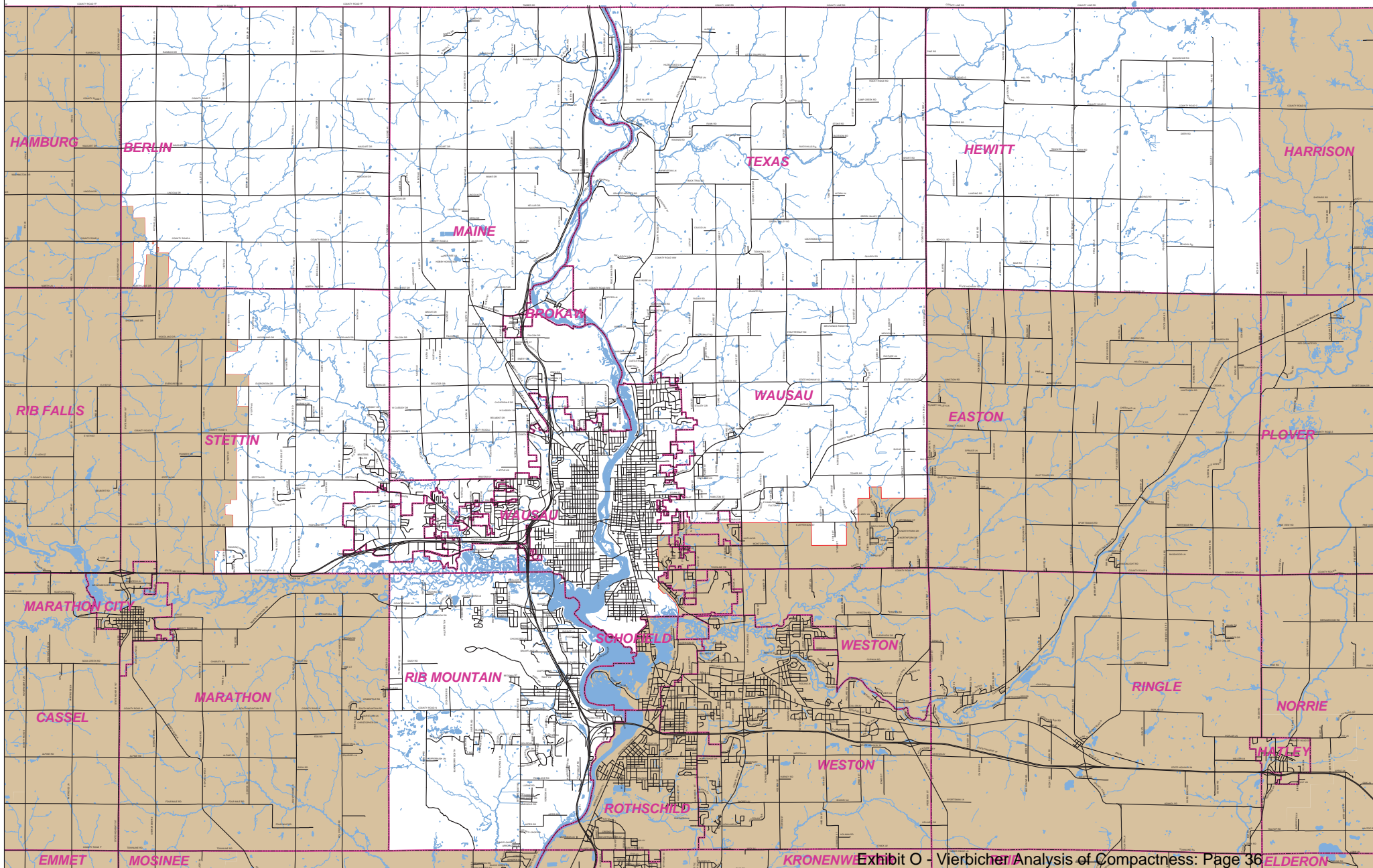
OTHER SCHOOL DISTRICT

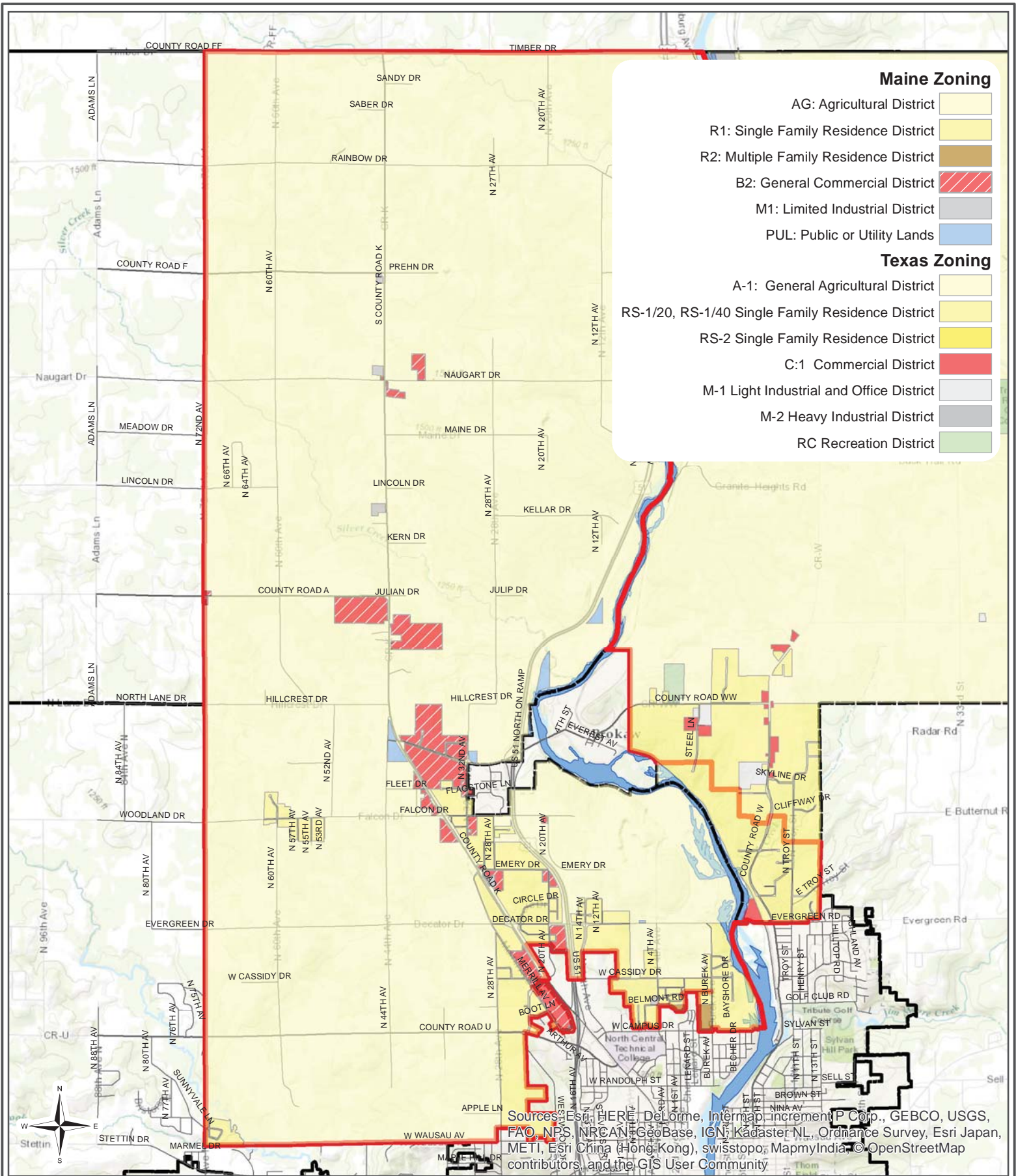


MUNICIPAL BOUNDARY



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Map 5.1: Zoning

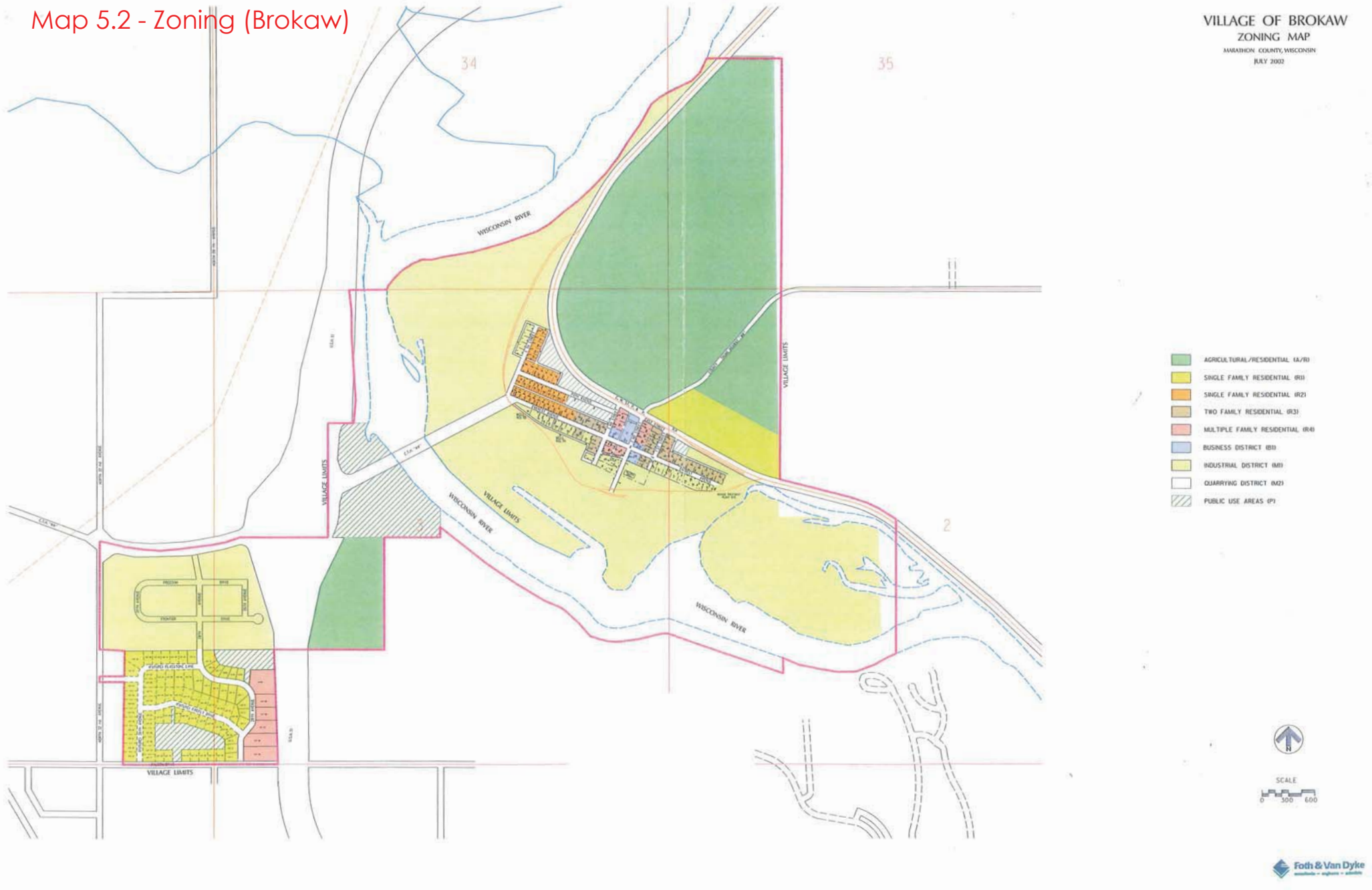
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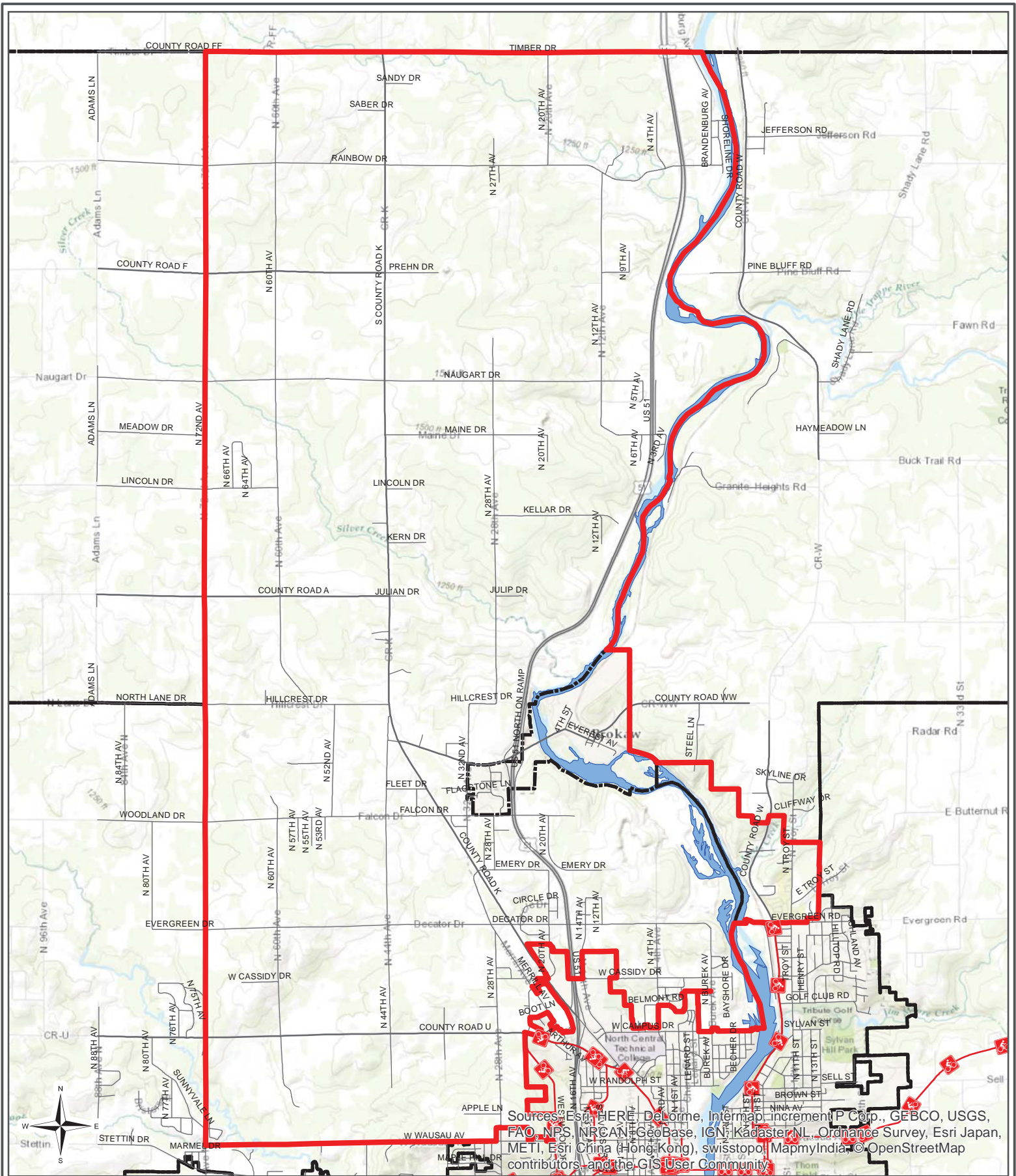
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REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 826-0530

Map 5.2 - Zoning (Brokaw)





Map 7.1: Transportation System

0 0.5 1 2 Miles

Proposed Boundary

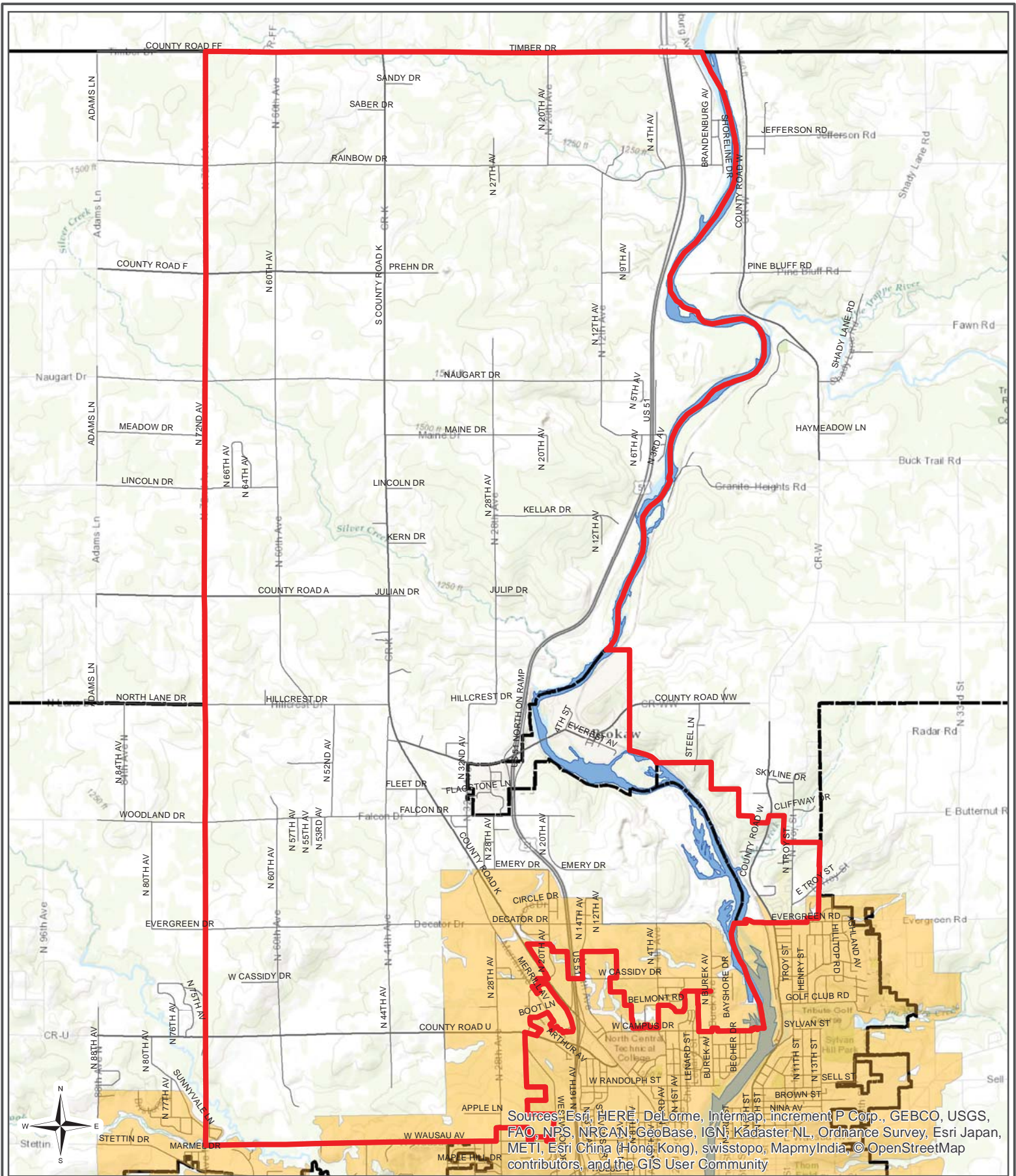


Exhibit O - Vierbicher Analysis of Compactness Page 39

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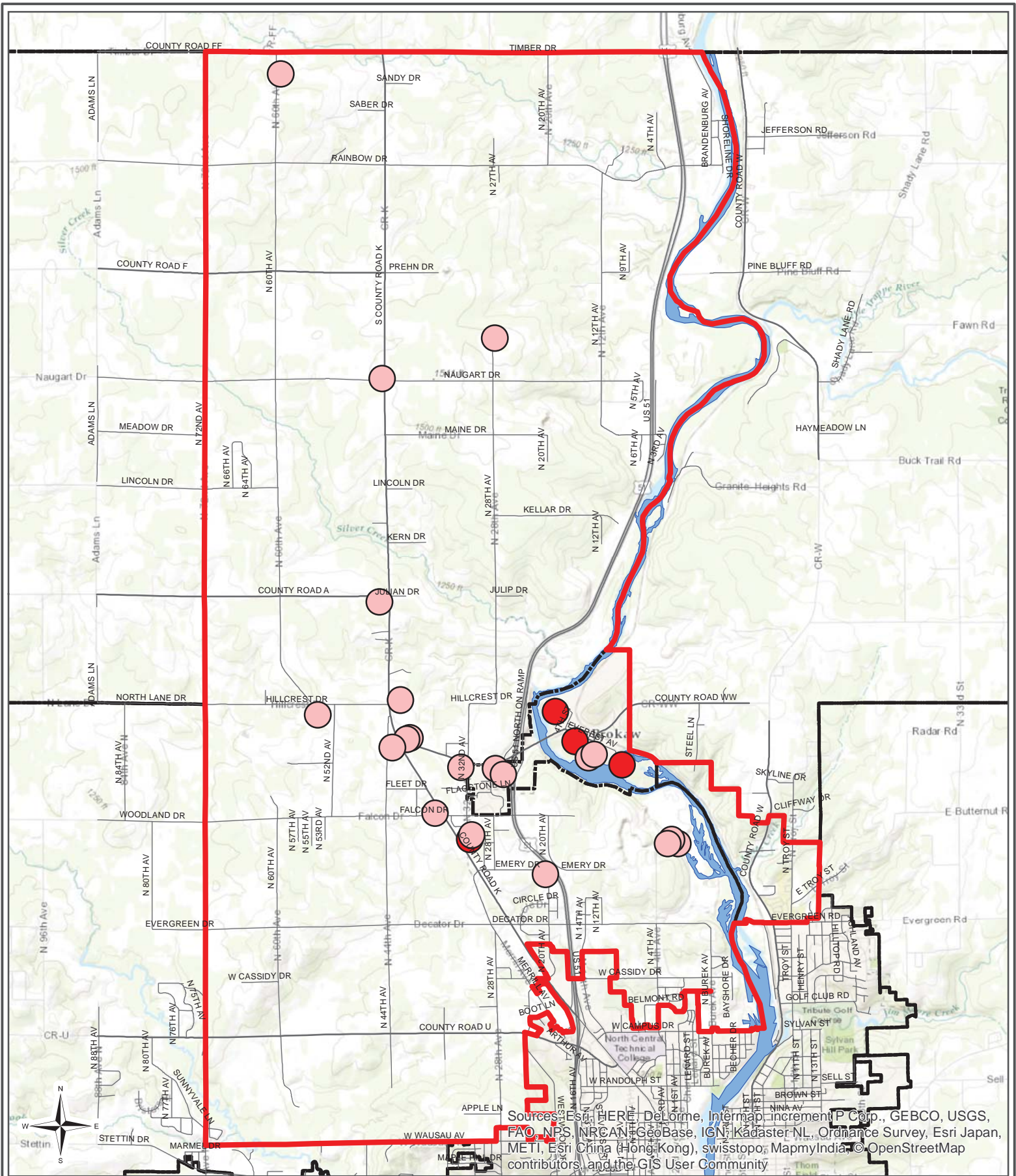
Map 8.1: Sewer Service Area

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0 0.5 1 2
Miles



Map 10.1: Brownfields

0 0.5 1 2 Miles

- Proposed Boundary
- Closed Site - Cleanup Completed
- Open Site - Cleanup Ongoing

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Financial & Economic Study for

Village of Brokaw

Marathon County, Wisconsin



January 8, 2015

Prepared by:

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**FINANCIAL AND ECONOMIC STUDY OF THE
VILLAGE OF BROKAW, WISCONSIN**

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TRANSMITTAL LETTER

January 8, 2015

Brad Karger, Marathon County Administrator
Marathon County
500 Forest Street
Wausau, WI 54403

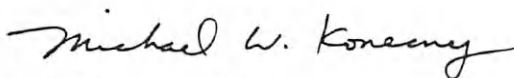
Dear Brad:

In accordance with our proposal, we completed a financial and economic study of the Village of Brokaw, Wisconsin, including identifying options to consider to remedy the financial condition of the Village. Our engagement was completed with the goal of providing specific recommendations to improve the financial status of the Village's General Fund, Water Utility and Tax Incremental District and, to also recommend options for the Village to consider in identifying the best long-term solution for Village residents and businesses.

As detailed in our proposal, this was a joint effort of Schenck SC, a state-wide CPA firm and Phillips Borowski SC, a law firm that serves many Wisconsin local governments. Accordingly, our report is separated into two sections with Schenck SC completing the financial analysis and Phillips Borowski SC completing the legal analysis.

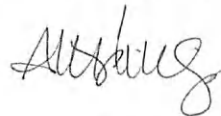
We sincerely appreciated the opportunity to assist Marathon County and the Village of Brokaw. The analysis and preparation of this report required numerous interactions with County officials, Village officials and employees, contracted consultants who have currently provide services to the Village and employees of various state departments. We received the utmost cooperation from all the individuals we contacted and want to thank them for their time and assistance.

If you have any additional questions or concerns, please do not hesitate to contact us.



Mike Konecny, CPA
Shareholder, Schenck SC

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SCHENCK SC FINANCIAL ANALYSIS

EXECUTIVE SUMMARY

For the years ending December 31, 2011, 2012 and 2013, the Village of Brokaw incurred excess expenditures in the General Fund and operating losses in the Water Utility. The excess expenditures and operating losses have continued to contribute to the deterioration of the overall financial condition of the Village. Also, review of 2014 financial results and projection of financial results to subsequent years do not disclose any substantial change in results from the prior years. Similar excess expenditures of the General Fund and operating losses of the Water Utility are projected to continue.

The Village financial condition has deteriorated significantly from 2011 to the present due primarily to the closing of a paper mill. The paper mill was the largest property tax valuation and was also the largest water customer. Because of the closing of the mill, the non-Tax Incremental District equalized valuation is currently down almost 40% from 2011 and gallons of water sold are now only 5% of the volume sold in 2011. The Water Utility and Sewer Utility (accounted for in the General Fund) currently only serve approximately 70 customers, none of which are using significant volumes of water. In general, it is very difficult, if not impossible, to support utility operations for such a small number of customers and water volumes. This is especially true when the utility systems were designed to provide higher volumes of water.

The projection of future operating results combined with the lack of available fund balances and utility reserves results in the conclusion that it is not possible for the Village to continue operating as a Village long-term. Increasing local property taxes and water utility customer charges is not a viable option because they are already some of the highest in the State of Wisconsin. The projected operating deficits are too large to be financed from increased taxes and revenues from the current residents and businesses.

Our report includes two possible options for the Village of Brokaw to pursue to remedy its current financial issues. The first option would be to propose a sale and transfer of the Water Utility to the City of Wausau along with an agreement to eventually consolidate with the City in the future when borders become contiguous. Because consolidation with Wausau will require annexation of Town property, it is recommended that the Towns be a party to the agreement to provide for an orderly and systematic process. The second option would be to dissolve as a Village and transfer all assets and liabilities to the adjacent Towns of Texas and Maine. Each of these options is explained in more detail the report.

OBSERVATIONS

As part of our engagement, we analyzed financial information of the Village of Brokaw for the past three years. Our engagement included all operations of the Village which are summarized in the report as follows:

General Fund (includes operation of Sewer Utility)
Water Utility
Tax Incremental District

Schedules of “key” financial information and other statistical information is included in the Schedules section of this document presented on pages 12 to 15.

Our observations from our review of the information is presented below:

General Fund

Deficit Unassigned Fund Balance

The Village General Fund had a deficit balance of \$499,044 on December 31, 2013. The deficit is the result of expenditures exceeding revenues for a number of years. The Village has been able to provide a positive cash flow for the General Fund by advancing funds from the Water Utility and Tax Incremental District. However, repayment of these advances in the near future is unlikely, which has a direct impact on the financial position of these funds.

Sewer Utility

The Village Sewer Utility revenues and expenditures, including debt service, are currently accounted for in the General Fund. Over the past three years, the Village revenues from sewer service approximate only about one-third of the expenditures, including debt service. The balance of funds needed to finance sewer service operations totals approximately \$100,000 per year and is currently funded by the general property tax levy.

Increase in Village Property Tax Levy and Local Tax Rate

From the 2012 budget to the 2015 budget, the Village’s local property tax levy has increased by \$19,375 or 7%. The local levy was \$262,149 for 2012 compared to \$281,524 for 2015. Because of a decrease in the assessed property tax values of the Village, the local property tax rate has increased 127% from the 2012 budget year to the 2015 budget year. The local property tax rate increased from \$10.89 to \$24.73 during that time span.

The equalized value (reduced by the Tax Incremental District increment) amounted to \$22,763,600 in 2011, compared to \$13,910,500 in 2014, a decrease of 39%. The primary reason for the decrease in property tax value was the closing of the paper mill. The equalized value is also expected to decrease by over \$2 million on January 1, 2015 due to a decrease in reported personal property tax values of the prior paper mill.

Expenditures for Fire Protection

In 2013, the Village incurred expenditures of \$74,515 for fire protection, amounting to over \$300 per Village resident. In comparing the per capita amount of over \$300 to other Wisconsin municipalities of similar size, the Village's per capita cost is higher than most of the other communities. Of this amount, \$51,551 was for the capital and operating costs of the Water Utility and \$22,964 was paid to the Town of Maine as a contracted service.

Tax Equivalent from Water Utility

Each year the Village includes in the General Fund budget a revenue from the Water Utility for a tax equivalent payment. The payment has increased the past few years as the tax rate has increased and in 2013 totaled \$113,100. Because of the Water Utility's financial condition, the payment has not been able to be made. We are informed that the amount has been recorded as a receivable in the General Fund and a payable in the Water Utility the past few years.

Water Utility

Significant Operating Losses the Past Two Years

The Water Utility has incurred operating losses of \$220,074 and \$204,661 in 2013 and 2012, respectively. These losses compare to an operating loss of only \$12,958 in 2011. The 2013 and 2012 losses have been incurred primarily due to a decrease in water sales and revenues due to the closing of the paper mill. Operation and maintenance expenses have continued to remain at approximately the same level over the past three years. The Water Utility received a non-operating revenue of \$170,000 from property tax revenue in 2013 to help finance a portion of the operating loss.

Decrease in Cash Flows

From January 1, 2012 to December 31, 2013, the cash balance of the Water Utility has decreased by \$83,204 from a balance of \$90,612 to a balance of \$7,408. The decrease is the result of negative cash flows from operations and debt service and, also, from increasing the amount due from the General Fund. On December 31, 2013, the General Fund owed the Water Utility \$255,026. As discussed previously, the General Fund is not able to pay the amount due because of the deficit position of their fund balance.

Decrease in Water Sales

Water sales have decreased 95% from 2011 to 2013. Sales in 2011 totaled 69.5 million gallons compared to 3.5 million in 2013. As reported in 2013, the Water Utility has 70 customers. Because of the lower volumes of water entering the distribution system, additional water is necessary to flush mains and prevent freezing. Water used for these purposes is not being sold, but is being purchased or pumped and significantly increases the operating costs of the Water Utility. As reported in 2013, only 24% of the water entering the distribution system was sold.

High Current Water Rates

The current water rates for residential residents for are as follows:

Quarterly service charge	45.00
Quarterly public fire protection	22.50
Volume (per 1,000 gallons)	9.40

The above rates calculate to a quarterly water bill of \$180 for a resident using 12,000 gallons of water. From a comparison with other small communities, the Village's rates are significantly higher. Because of current operating losses, the Village also has submitted an application to the Public Service Commission to increase water rates. The Public Service Commission has indicated to the Village that they will be finalizing the rate case within the next 30 days.

Tax Incremental District

Current Status

The status of funds of the Tax Incremental District disclosed a fund deficit of \$2,287,326 on December 31, 2013. To finance the deficit, funds were advanced from the Village's Community Development Authority (CDA) which issued lease revenue bonds to finance the District projects. Outstanding advances from the CDA amounted to \$2,638,850 on December 31, 2014. To finance the advances, the CDA issued revenue bonds in two issues of which \$3,090,000 remained outstanding on December 31, 2013.

In November of 2014, the CDA refunded the two prior debt issues and issued \$2,775,000 of refunding revenue bonds. Annual principal and interest on the new debt issue range from \$269,219 to \$369,000 and are due from 2015 to 2026. Projected tax increments from the District are currently estimated at \$335,069 annually and are expected to be sufficient to finance the debt payments when due.

SUMMARY OF FINANCIAL PROJECTIONS

1. Projected Operating Deficits of the General Fund and Water Utility

We have prepared projections of the General Fund, Water Utility and Tax Incremental District for the years 2014 through 2018. The projections are based on 2014 actual results through October 31, 2014 and review of previous years' budgets. We prepared two projections scenarios; one with the current budget status and one with the current budget adjusted for some changes and expense reductions. The projections are presented in Schedules 5 and 6 on pages 16 and 17.

We estimate that at the current level of local taxes and sewer charges, the Village will continue to experience excess expenditures or operating deficits in the General Fund. We also project that the Water Utility will continue to experience operating losses and cash flow deficits. With the recent refunding and issuing of new debt, the Tax Incremental District is projected to be able to finance the annual principal and interest on the debt when due.

2. Financing of Utility Operations

As previously stated, the Village's Water Utility water sales have decreased 95% from 2011 to 2013 due to the closing of the paper mill. The current water infrastructure was constructed to provide water sales at a much higher level than is currently being sold. Because of the capacity of the water system and the level of operating costs associated with it, the Water Utility is not able to generate sufficient revenues to support the operations. Normally, increasing rates would be an option, but the existing water rates are extremely high already.

For at least the past three years, the Sewer Utility operation has been subsidized by a general property tax levy to support operations. In 2013, approximately \$100,000 of tax levy was necessary to finance all sewer related operating costs and debt service.

Similar to the Water Utility, the Sewer Utility is not able to generate sufficient revenues to finance all costs. The small number of customers without any high wastewater volumes makes it difficult to cash flow operations. Also, supporting a utility operation with a relatively high General Fund subsidy places an undue burden on the local property tax levy. With the reduction in the Village's valuation the past two years, the burden on the individual taxpayers has significantly increased.

RECOMMENDATIONS

1. Options Available to the Village

As detailed in our Observations and Summary of Financial Projections sections of this document, the Village is experiencing operating and cash flow deficits of its General Fund and Water Utility Fund and, also, currently has a sizable deficit in the General Fund. Also, projections into the future do not indicate any substantial changes and currently predict that deficits will continue. The primary reason for the financial distress of the Village is the continuing operating deficits of the Water and Sewer Utilities. In addition, the Village local property tax rate and current water rates are at very high levels when compared to other Wisconsin municipalities.

With only 70 customers, it is evident that the Village does not have sufficient water and sewer customers to support the utility operations. In addition, because of the significant valuation decrease from the paper mill closing, any tax levy needed to support the utility operations increases the local property tax rate to unrealistically high levels. Because of that we do not believe that increasing utility rates and property taxes to the level necessary to be a feasible option for the Village. Accordingly, we believe the only two options available to the Village to remedy their financial situation would be as follows:

- Propose a sale and transfer of the Water Utility to the City of Wausau including entering into an agreement for potential consolidation with the City of Wausau.
- Dissolve as a Village and transfers all assets and liabilities to the adjacent Towns of Texas and Maine.

In our opinion, the Village should pursue the sale and transfer of the Water Utility as the first option. Since the Village is currently not able to fully utilize the capacity of the water system, we recommend the Village begin discussions with the City of Wausau to propose a transfer of ownership of the utility to the City. It is anticipated that the transfer would be under an agreement with the City to purchase the water utility plant along with other provisions that would be agreed upon by both the Village and City. The Village water system is already connected to the City and most of the water pumped into the distribution system is purchased from the City. Under this scenario, the Village water customers would become customers of the City of Wausau Water Utility and be classified as customers outside of municipal boundaries. New rates for the Village customers would be determined by the Public Service Commission, but are expected to be less than the current water rates.

We believe this possibility would best serve Village customers by lowering water rates and eventually providing a more efficient service through increased utilization of the water system infrastructure. We also believe that the City of Wausau will benefit from the transfer by creating additional water storage capacity and the ability to serve present and future water customers of the City.

We believe the second option of dissolving as a Village would decrease overall costs currently financed by the General Fund with the transfer of services to the respective Towns. The Towns would assume providing services to the respective areas of the Village while also increasing the tax base to generate property taxes to finance the services. We believe this would lower the cost of all non-utility expenses to Village tax payers. Under this scenario, it is expected that the Village utility customers would continue to receive water and sewer services (presumably through a new created entity operating as a sanitary district). Without any change in the customer base or water volume, it would continue to have high water and sewer rates and, also, a fairly large local property tax levy to support operations and debt service.

We recognize that to implement either of these options will require considerable further discussion and interaction with other local governments. We believe these discussions should be pursued to provide for a regional solution to remedy the financial issues of the Village. It is also recognized that it will take time to fully accomplish either of the options. Accordingly, we have developed additional recommendations that we believe the Village can begin to implement immediately to improve the short-term and long-term financial situations. The recommendations are set forth below as Nos.2 through 5.

2. Develop a Financial Plan to Stabilize Sewer Utility Operations

The Village Sewer Utility has not been able to generate sufficient revenues from customers to support all costs of operations. Our projections also indicate that the significant cash flow operating deficits will continue into the future.

Accordingly, we recommend that the Village develop a long-term plan for a solution to eliminate the Sewer Utility financial operating deficit. Presented below are possibilities for remedies of the financial issues of the Sewer Utility:

The Sewer Utility currently does not have a sufficient number of customers or volume of wastewater to provide sufficient revenues to support all operating and debt service costs of the utility. As explained previously, the Sewer Utility operations are being subsidized by a General Fund property tax levy. In addition, we are informed that a portion of the Sewer Utility infrastructure is old and in need of replacement.

Since it is unlikely that an increased number of customers will be added in the near future, we recommend that the Village develop a long-term plan for the financial viability of the Sewer Utility. In our opinion, the plan should include the following:

- Estimate the remaining useful lives of the major components of the Sewer Utility infrastructure.
- Estimate the year of replacement and cost of the major components.
- Review with the City of Wausau the feasibility of connecting the collection system to the City of Wausau wastewater collection system. If determined to be feasible, develop preliminary costs and a possible timetable for completion.

- Determine available assistance from the State of Wisconsin and/or the United States Department of Agriculture Rural Development in the form of grants or low-interest rate loans to finance any proposed capital costs.
- Analyze all current operating costs of the Sewer Utility and review for potential cost savings. Compare potential contracted costs to current operating costs.
- Review for potential rate increases and additional charges for any high strength users, if any.

3. Consider Revisions to General Fund Budgets and Review for Possible Cost Reductions

As previously stated the General Fund tax levy has been approximately \$280,000 for the 2015 and 2014 budgets. Included in the \$280,000 levy is approximately \$100,000 applicable to the operation of the Sewer Utility. The remaining \$180,000 is applicable to other General Fund activities of the Village.

In comparing the \$180,000 portion of the tax levy to other similar size villages, the amount levied by the Village is higher than many other villages. Accordingly, we recommend the Village review in detail the current General Fund budget for possible cost reductions and consider whether any revisions to the budget are possible. In our opinion, the following items should be included in any review:

- Removal of the revenue for “payment in lieu of taxes” from the water utility. It appears that this amount should be removed from the budget because the revenues of the water utility are not sufficient to finance any such payment.
- Review amount paid for the contracted fire department. We are informed that the amount being paid has been increasing over the years reviewed. This is in comparison to the equalized valuation of the Village which has decreased by 25% over the past three years.
- Review the possibility of contracting out for additional Villages services. Compare projected costs and efficiency of contracted services to the cost of services provided by the Village.

4. Review for Possible Reimbursement to the General Fund from the Tax Incremental District

As part of our review of the Village’s financial condition, we reviewed the financial transactions of the Tax Incremental District (TID). We noticed that the TID has not been reimbursing the General Fund for costs associated with administration of the TID that have been paid by the General Fund. Costs that we identified that were paid by the General Fund that potentially could be reimbursed by the TID include legal, accounting and auditing.

As a result, we recommend the Village review the project plans of the TID and determine if any other costs included in the project plan have been paid by the General Fund that are TID eligible. Any costs determined to be TID eligible, including the annual administration costs previously identified, should be scheduled to be reimbursed to the General Fund.

5. Consider Assistance from Others to Implement Recommendations

Because of the significance of the previous recommendations, we believe it would be beneficial for the Village to continue to utilize outside consultants to assist in implementing our recommendations.

The consultants could assist in the coordinating the development of long-term solutions for the Village and the Utilities. Also, the position could assist in negotiating with the City of Wausau and exploring potential assistance from federal and state government agencies.

REVIEW OF TOWN FINANCIAL STATUS

As part of our financial analyses, we were provided financial statements and reports for the Town of Maine and the Town of Texas. These two Towns are adjacent to the Village and consisted of the area that was originally incorporated by the Village of Brokaw. The financial information provided to us consisted of audited financial statements for the Town of Maine for the year ended December 31, 2013 and a financial statement for the Town of Texas for the year ended December 31, 2013.

Our analysis was limited to reviewing the financial information provided to gain an understanding of their current financial condition and the level of services provided. Detailed below is a summary of information provided by each Town:

Town of Maine for year ended December 31, 2013

Total expenditures	\$	1,484,540
Fund balance	\$	110,082
Percent of fund balance to expenditures		7%
Outstanding general obligation debt	\$	187,064
Equalized value	\$	193,159,500
Total property tax rate - all jurisdictions	\$	20.45

Town of Texas for year ended December 31, 2013

Total expenditures	\$	639,277
Fund balance (cash basis)	\$	248,945
Percent of fund balance to expenditures		39%
Outstanding general obligation debt	\$	48,036
Equalized value	\$	111,352,100
Total property tax rate - all jurisdictions	\$	18.71

Both Towns provide the typical services of Wisconsin Towns primarily consisting of general government, public safety and public works. In our opinion, the fund balance and outstanding debt levels are reasonable for the size of the Town and are comparable to other towns. Also, the total property tax rates are in the range of many Towns.

VILLAGE OF BROKAW
General Fund
Selected Financial Information for Years 2013, 2012 and 2011

	2013	2012	2011	Increase (Decrease) 2011 to 2013	% Change
End of Year Balances (Benefits)					
Unassigned fund balance	\$ (499,044)	\$ (391,564)	\$ (372,022)	\$ (127,022)	-34%
Due to TID fund	265,797	234,550	182,789	83,008	45%
Advance due to water utility fund	255,026	201,289	141,798	113,228	80%
Long-term Debt (not including Water Utility)	615,325	720,272	824,210	(208,885)	-25%
Revenues					
General property taxes	287,375	262,149	245,360	42,015	17%
Tax equivalent from water utility	113,100	99,313	72,850	40,250	55%
State shared revenues	35,161	34,359	28,563	6,598	23%
Sewer use charges	58,780	43,813	65,520	(6,740)	-10%
All other	53,556	89,802	42,389	11,167	26%
Total Revenues	547,972	529,436	454,682	93,290	21%
Expenditures					
General government (1)	230,118	90,807	90,113	140,005	155%
Public safety					
Police	1,800	1,800	1,800	-	0%
Emergency services	75,234	74,979	75,669	(435)	-1%
Transportation	56,553	62,309	66,376	(9,823)	-15%
Refuse/recycling	6,703	8,883	9,567	(2,864)	-30%
Leisure	3,385	4,570	5,239	(1,854)	-35%
Parks	8,305	8,704	9,651	(1,346)	-14%
Sewer system	110,326	103,614	119,656	(9,330)	-8%
Non-departmental and general	33,711	30,966	29,179	4,532	16%
Capital outlay	-	30,128	-	-	0%
Debt service (includes approximately \$46,500 each year applicable to sewer system)					
Principal (net of refinancing)	104,947	103,938	102,954	1,993	2%
Interest	24,350	28,300	32,237	(7,887)	-24%
Total Expenditures	655,432	548,998	542,441	112,991	21%
Excess of revenues over (under) expenditures	\$ (107,460)	\$ (19,502)	\$ (87,759)	\$ (19,701)	22%

(1) General government expenditures in 2013 include one-time additional legal costs of over \$100,000 in connection with a lawsuit

VILLAGE OF BROKAW
Water Utility
Selected Financial Information for Years 2013, 2012 and 2011

	2013	2012	2011	Increase (Decrease) 2011 to 2013	% Change
End of Year Balances					
Cash	\$ 7,408	\$ 26,172	\$ 90,612	\$ (63,204)	-92%
Customer accounts receivable	26,505	23,261	48,218	(21,713)	-45%
Current liabilities	(53,753)	(24,515)	(17,815)	(35,938)	-202%
Current working capital balance (deficit)	(19,840)	24,938	121,015	(140,855)	-118%
Receivable from general fund	255,026	201,289	182,789	72,237	40%
Bonds payable	(248,476)	(263,367)	(278,085)	29,589	11%
Operating Revenues					
Metered sales					
Industrial	1,395	11,237	140,506	(139,111)	-99%
All other	52,180	47,426	48,336	3,824	8%
Public fire protection	62,035	75,974	91,973	(29,938)	-33%
Rent	16,157	15,715	15,203	954	6%
Other	-	1,499	21,100	(21,100)	-100%
Total Operating Revenues	131,747	151,851	317,118	(185,371)	-58%
Operating Expenses					
Operation and Maintenance Expenses					
Purchased water	36,712	33,190	32,890	3,822	12%
Operation labor	56,288	58,572	52,557	3,731	7%
Power for pumping	11,698	7,199	12,228	(530)	-4%
Other operation and maintenance	14,652	41,478	26,691	(12,039)	-45%
Customer account expenses	1,856	1,200	1,248	608	49%
Administrative and general	34,935	31,887	48,010	(13,075)	-27%
Total Operation and Maintenance Expenses	156,141	173,524	173,624	(17,483)	-10%
Depreciation	77,245	77,245	78,005	(760)	-1%
Taxes	5,335	6,430	5,597	(262)	-5%
Tax equivalent	113,100	99,313	72,850	40,250	55%
Total Operating Expenses	351,821	356,512	330,076	21,745	7%
Operating Income (Loss)	(220,074)	(204,661)	(12,958)	(207,116)	-1598%
Nonoperating Revenues (Expenses)					
Interest income	23	78	207	(184)	-89%
Property taxes	170,000	-	-	170,000	
Contributed capital	-	-	451,289	(451,289)	-100%
Interest on debt	(3,344)	(3,541)	(2,618)	(728)	28%
Net Income (Loss)	\$ (53,395)	\$ (208,124)	\$ 435,929	\$ (489,315)	-112%

VILLAGE OF BRGKAW
Tax Incremental District
Sources, Uses and Status of Funds - 2011 through 2013

	Cumulative through 12/31/13	2013	2012	2011	Cumulative through 12/31/10
Sources of Funds					
Tax increments	\$ 2,663,070	\$ 424,701	\$ 352,096	\$ 343,985	\$ 1,542,288
State and federal aids	974,292	-	383	590	973,319
Loan proceeds	5,500,000	-	-	-	5,500,000
Interest income	32,032	503	808	2,519	28,202
Total Sources	9,169,394	425,204	353,287	347,094	8,043,809
Use of Funds					
Planning and administration	19,747	150	178	150	19,269
Project costs	4,394,336	-	-	-	4,394,336
Principal payments	5,243,000	-	-	-	5,243,000
Interest expense (transfer to CDA)	1,110,459	149,516	159,686	170,370	630,887
Interest on debt	689,178	-	-	-	689,178
Total Uses	11,456,720	149,666	159,864	170,520	10,976,670
Excess (Deficit) of Sources Over Uses	(2,287,326)	275,538	193,423	176,573	(2,932,861)
Beginning Fund Balance (Deficit)	-	(2,562,864)	(2,756,288)	(2,932,861)	-
Ending Fund Balance (Deficit)	\$ (2,287,326)	\$ (2,287,326)	\$ (2,562,864)	\$ (2,756,288)	\$ (2,932,861)
Other Information:					
Outstanding Debt of Community Development Authority		\$ 3,090,000	\$ 3,315,000	\$ 3,520,000	

VILLAGE OF BROKAW
Other Statistical Information

1/1/14	1/1/13	1/1/12	1/1/11	Increase (Decrease)	% Change
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General

Total equalized value	\$ 25,458,100	\$ 22,167,300	\$ 33,425,100	\$ 34,536,900	\$ (9,078,800)	-26%
TID increment value	11,547,600	10,623,700	10,991,000	11,773,300	(225,700)	-2%
Equalized value reduced by TID increment	13,910,500	11,543,600	22,434,100	22,763,600	(8,853,100)	-39%

Budget Year			
2015	2014	2013	2012

Local tax rate for budget year	24.73/1,000	22.52/1,000	18.29/1,000	10.89/1,000	13.84/1,000	127%
Village tax levy	281,524	284,384	457,375	262,149	19,375	7%
Tax increment levy	436,064	456,838	424,701	352,096	83,968	24%

2013	2012	2011
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Water Utility Statistics (gallons in thousands)

Purchased water	13,579	11,875	11,792	1,787	15%
Ground water	680	24,700	63,234	(62,554)	-99%
Total gallons entering distribution system	14,259	36,575	75,026	(60,767)	-81%
Water sold	3,473	29,767	69,517	(66,044)	-95%
Gallons used to flush mains	4,400	1,761	1,480	2,920	197%
Gallons used to prevent freezing	2,085	1,435	710	1,375	194%
Gallons used for other uses	835	365	115	720	628%
Water losses due to main and service breaks	151	2,100	420	(289)	-64%
Water losses for unknown reasons	3,315	1,147	2,784	531	19%
Percentage of water entering system sold	24%	61%	93%	-69%	-74%
Percent of real and apparent losses	24%	9%	4%	20%	469%

VILLAGE OF BROKAW
Projection of Village Financial Information
Current Status with No Major Changes

Assumptions:

2014 based on review of actual thru 10/31/14;
 original budget used plus known variances
 2015 and later - added 2% inflation annually on
 original 2014 budget; zero capital items of
 Water Utility

Actual 2013	Projected					
	2014	2015	2016	2017	2018	
GENERAL FUND						
Revenues	\$ 547,972	\$ 518,093	\$ 528,455	\$ 539,024	\$ 549,804	\$ 560,800
Expenditures	655,432	605,602	617,714	630,068	642,669	655,522
Excess of Revenues Over (Under) Expenditures	(107,460)	(87,509)	(89,259)	(91,044)	(92,865)	(94,722)
WATER UTILITY						
Revenues	301,770	259,551	123,982	126,462	128,991	131,571
Expenses	355,165	368,520	292,434	298,283	304,249	310,334
Net Income (Loss)	(53,395)	(108,969)	(168,452)	(171,821)	(175,258)	(178,763)
Add: Depreciation	77,245	77,245	77,245	77,245	77,245	77,245
Less: Principal of Debt	(14,891)	(15,008)	(15,315)	(15,517)	(15,722)	(15,929)
Less: Capital Items	-	-	-	-	-	-
Net Cash Flows from Operations	8,959	(46,732)	(106,522)	(110,093)	(113,735)	(117,447)
TAX INCREMENTAL DISTRICT						
Tax Increment Revenue	424,701	456,838	436,064	335,069	335,069	335,069
Debt Service Expenditures	373,807	382,859	269,219	278,250	295,125	286,375
Excess of Revenues Over (Under) Expenditures	\$ 50,894	\$ 73,979	\$ 166,845	\$ 56,819	\$ 39,944	\$ 48,694

VILLAGE OF BROKAW
Projection of Village Financial Information
Current Status with Changes

Actual 2013	Projected				
	2014	2015	2016	2017	2018

Assumptions:

- 2014 based on review of actual thru 10/31/14;
original budget used plus known variances
- 2015 and later - added 2% inflation annually on
original 2014 budget plus tax equivalent removed
from General Fund revenue and Water Utility expense
- 2015 and later - deducted estimate of \$50,000
of decreased expenditures for contracted
services of General Fund; zero capital items of
Water Utility

GENERAL FUND

Revenues	\$ 547,972	\$ 518,093	\$ 459,095	\$ 468,277	\$ 477,643	\$ 487,196
Expenditures	655,432	605,602	566,714	578,048	589,609	601,401
Excess of Revenues Over (Under) Expenditures	(107,460)	(87,509)	(107,619)	(109,771)	(111,966)	(114,205)

WATER UTILITY

Revenues	301,770	259,551	123,982	126,462	128,991	131,571
Expenses	355,165	368,520	190,434	194,243	198,128	202,091
Net Income (Loss)	(53,395)	(108,969)	(68,452)	(67,781)	(89,137)	(70,520)
Add: Depreciation	77,245	77,245	77,245	77,245	77,245	77,245
Less: Principal of Debt	(14,891)	(15,008)	(15,315)	(15,517)	(15,722)	(15,929)
Less: Capital Items	-	-	-	-	-	-
Net Cash Flows from Operations	8,959	(46,732)	(4,522)	(8,053)	(7,614)	(9,204)

TAX INCREMENTAL DISTRICT

Tax Increment Revenue	424,701	456,838	436,064	335,069	335,069	335,069
Debt Service Expenditures	373,807	382,859	269,219	278,250	295,125	286,375
Excess of Revenues Over (Under) Expenditures	\$ 50,894	\$ 73,979	\$ 166,845	\$ 56,819	\$ 39,944	\$ 48,694

PHILLIPS BOROWSKI SC LEGAL ANALYSIS

I. INTRODUCTION

We have been asked to provide a legal analysis of the options available to the Village of Brokaw ("Brokaw") and its residents to remedy Brokaw's distressed financial condition. Brokaw's current financial condition, the causes of the condition and the long-term forecast for Brokaw's finances are discussed in the report provided by Schenck, S.C. ("Schenck Report"). In discussing available options, our analysis relies on certain assumptions based upon the material contained within the Schenck Report and the general understanding that Brokaw's current financial situation is unsustainable. The reviews and assessments contained within the Schenck Report form the foundation for the options discussed herein and are incorporated by reference.¹

Based upon our review of the Schenck Report and applicable law, Brokaw may consider the following options as it relates to resolving its current financial difficulties. Please note that there are components associated with the options that may be explored or implemented independent of other components or even the overall option itself. Moreover, there are many aspects within the options will need additional research, review and consideration prior to implementation, particularly as it relates to the proposals herein which require intergovernmental cooperation among Brokaw, the City of Wausau (Wausau) and the towns of Maine and Texas. Each municipal entity has its own governing statutes and concerns. This memo offers no opinions as to how any of these municipalities should approach a collaborative effort other than to indicate that cooperative efforts are legally authorized and may be pursued as potential vehicles for resolving the problems faced by Brokaw.

Finally, it must be noted that no matter which option is implemented, in whole or part, we recommend that Brokaw enlist professional financial, legal and management assistance to aid in the evaluation, selection and implementation of these options. The financial, operational and budgetary issues confronting Brokaw are of sufficient complexity and the obligations so overwhelming that it is our opinion that a village board is ill-equipped on its own to address the financial condition of Brokaw and oversee analysis and implementation of the option components without professional assistance.

II. FACTORS CONSIDERED

The Schenck Report concludes that the Brokaw Water Utility and Brokaw's provision of sewer services create a negative cash flow situation for Brokaw that cannot be remedied absent some sort of divestment or consolidation. Likewise, the budgetary strain caused by the water utility and sewer services is negatively impacting the provision of other governmental services to Brokaw residents including public safety. The same financial strains do not appear to be present

¹As with all analyses, if the factors and assumptions associated with a particular option change, the viability of an option may also change. We do not endorse any of the options presented herein and the analysis is intended to identify possible legal issues associated with the two options discussed herein. We would need to conduct additional legal research and analysis before we can offer a legal opinion as to the proper procedure or course of conduct associated with the particular option. The analysis is not intended to, and shall not, constitute legal advice to the Village of Brokaw or any other entity as it relates to the substance of the analysis.

as it relates to the Brokaw tax incremental financing district (“TID”), but the TID is not set to dissolve until 2030. As a result, any option considered must also include consideration of what happens with the district in the event that Brokaw ceases to exist.

For these reasons, we recommend that a long-term strategy involve consideration of either merging Brokaw with another municipality or dissolving Brokaw in its entirety. However, such a strategy will impact Brokaw residents and likely residents of surrounding communities, so careful consideration must be given to the ramifications associated with the options.

III. OVERVIEW OF OPTIONS

OPTION 1: Cooperative Agreement/Intergovernmental Cooperation Agreement with City of Wausau, Town of Texas and Town of Maine

It would appear more efficient for the delivery of services that Brokaw consolidate with the Wausau. But a long-term consolidation strategy cannot be pursued solely through Brokaw and Wausau leaders because Wausau and Brokaw are prohibited by law from consolidating in the absence of contiguous borders. Instead, the strategy must actively involve leadership from the Towns of Texas and Maine, both of which currently maintain parcels that separate Brokaw from Wausau and presently prevent consolidation.

The towns have a vested interest in cooperating with Brokaw and Wausau in achieving a resolution of the financial issues facing Brokaw. This is because under Wis. Stat. § 61.187, if Brokaw dissolves, all assets and liabilities of Brokaw will become the assets and liabilities of the towns. The towns, therefore, have an interest in protecting themselves from the very real possibility that the financial problems facing Brokaw will become their problems.

For that reason, the towns would appear to benefit from an arrangement whereby Brokaw and Wausau agree on a long-term strategy ending in complete consolidation of the two municipalities. The long-term strategy would, by necessity, plan for boundary adjustments that impact the town parcels that currently separate Brokaw and Wausau until such time as the municipalities share a common border. Once Brokaw and Wausau share a common border, they are statutorily authorized to consolidate and the boundary lines for the participating municipalities can be modified to reflect the consolidation.

By pursuing consolidation in the context of an overall cooperative plan, Brokaw residents would be relieved of a significant and ongoing tax burden, the town residents would be relieved of the prospect of absorbing Brokaw’s debt in the event Brokaw were to dissolve and Wausau would benefit from an enhanced tax base, increased access to properties north of Wausau² and existing infrastructure that may foster an environment of commercial and residential growth.

² We have not reviewed any feasibility studies relating to Wausau’s economic interests associated with consolidation.

A cooperative plan³ between Brokaw, Maine, Texas and Wausau would contain many elements including, without limitation, the following:

- A. Sale of Water Utility. The Brokaw Water Utility is causing significant strain on Brokaw's finances. The sale of the Water Utility pursuant to Wis. Stat. § 66.0817 should be pursued in an effort to relieve the financial burden associated with ongoing operations and, as well, provide relief to Brokaw's general fund. The sale of the water utility could be pursued separate and distinct from any cooperative agreement as Wis. Stat. § 66.0817 allows for the sale of a complete municipal utility plant provided the sale is approved through a referendum process. However, it is our understanding that the sale proceeds and resulting ongoing relief from the annual deficit associated with operating the utility will not necessarily result in Brokaw being financially sustainable. Therefore, the sale of the utility to Wausau is considered as a component of the overall strategy of reaching a cooperative agreement that benefits Brokaw as a whole, as well as the surrounding region. Conversely, if there is another potential purchaser for the water utility, Brokaw could pursue that sale as well.
- B. Covenants Relating to Boundary Adjustments for Properties Currently in the Town of Texas and the Town of Maine. As noted above, Brokaw and Wausau do not share a common border, which precludes them from pursuing an annexation, detachment and consolidation strategy under current law. Several parcels of land within Texas and Maine currently separate Brokaw and Wausau. A cooperative plan involving all four municipalities would address the short-term goal of adjusting the participating municipalities' boundaries, over time, to reach the long-term goal of eventually consolidating Brokaw and Wausau (once the two entities share a common border).
- C. Appointment of Professional Management. As indicated in the Schenck Report, Brokaw has a distressed financial outlook and it appears as though significant operational changes must be made to ensure Brokaw's financial viability over the short term. In addition, the analysis and implementation of a cooperative agreement would be complex. The parties to the cooperative agreement, including Brokaw, would seem to benefit from the appointment of professional management to oversee Brokaw's evaluation of its options, the operational changes need to be undertaken by Brokaw and to ensure the faithful and complete implementation of the cooperative agreement.
- D. Covenants on public safety, government services, zoning and land use. The parties to the cooperative agreement will need to agree on the most efficient manner by which to provide public safety and other municipal services to Brokaw residents and, for that matter, residents of Maine and Texas. Moreover, the parties will likely need to consider covenants within the cooperative agreement

³ As indicated below, the cooperative plan would also contain agreements on terms that are typically found in an agreement authorized by Wis. Stat. § 66.0301.

relating to land use and zoning (including extra-territorial zoning) during the transition period prior to consolidation of Brokaw and Wausau.

- E. Tax Incremental Financing District ("TID"). Under current law, there is no mechanism for the transfer of Brokaw's TID to another municipality. Brokaw recently declared the TID distressed and extended the expiration date of the TID to 2030, a determination that remains under review with the Department of Revenue but appears poised for approval. Brokaw also recently refinanced the debt obligations associated with the TID and, based upon projections provided by Brokaw's financial advisor in relation to the debt, those obligations are likely to be fully satisfied in 2026. If the cooperative agreement calls for the consolidation of Brokaw with Wausau prior to termination of the TID, the parties will need to determine how to allocate the debt associated with the TID and, as well, whether there is any benefit to continuing the TID beyond the date that consolidation occurs.

As indicated below, we believe that the best and most efficient means by which to achieve the short-term and long-term goals of providing relief to Brokaw residents and ease the potential for a significant financial burden on surrounding communities is to engage in the cooperative planning process set forth in Wis. Stat. § 66.0307. We would hope that engaging in the process results in a comprehensive cooperative plan and intergovernmental agreement authorized under Wis. Stats. §§ 66.0307 and 66.0301.

OPTION 2: Dissolution of the Village

If Brokaw continues operations in the current environment, it will lack sufficient resources to meet its ongoing financial obligations. Pursuant to Wis. Stat. § 61.187, Brokaw has the authority to dissolve if the electors approve of the dissolution by referendum. If Brokaw dissolves, the properties in Brokaw revert to the towns (Texas and Maine) from which Brokaw was created. Brokaw's assets and liabilities would be apportioned between Texas and Maine according to the value of the properties reverting to each of the respective towns. In the event of dissolution, the following issues would remain:

- A. What Happens to the TID? Given our understanding of the original status of the properties comprising the TID, the properties within the TID would revert to Maine in the event Brokaw dissolves. Under current law, it is our understanding that Maine is not statutorily authorized to maintain a tax incremental financing district under the circumstances. Moreover, it is our understanding that the loan covenants associated with the debt obligations relating to the TID do not allow for the transfer of the debt obligations associated with the TID.⁴ For these reasons, absent amendments to the statutes to allow Maine to maintain the TID and inherit the debt associated with the TID, the TID would dissolve upon Brokaw's

⁴ We have not reviewed all of the documents associated with Brokaw's issuance of bond notes related to the debt associated with the TID. However, we understand there to be certain covenants within the bond notes related to transferability of the debt.

dissolution and any debt associated with the TID would become a debt of Brokaw and, consequently, a debt of the towns from which Brokaw was formed.

- B. What Happens to the Water Utility? Brokaw maintains a water utility that, as indicated in the Schenck Report, is not financially sustainable. If Brokaw dissolves, the towns would receive the assets associated with the utility as well as the debt. Unless the towns are able to sell the utility or its assets, the towns would have to either cease the provision of water services to current Brokaw residents shortly after Brokaw dissolves or create an independent town sanitary district under Wis. Stat. § 60.71. As discussed below, any newly-formed sanitary district could provide water and sewer services to Brokaw residents and, potentially, other residents of the two towns.
- C. What Happens with Brokaw's Sewer Services? Brokaw currently provides wastewater collection and treatment services to Brokaw residents. Similar to the financial condition of the Brokaw Water Utility, Brokaw's provision of sewer services occurs at a financial loss. It is our understanding that neither Maine nor Texas provide sewer-related services to town residents. If Brokaw dissolves and the property comprising Brokaw reverts to the towns, the towns will likely prefer to create a town sanitary district that would assume responsibility for wastewater collection and treatment for the parcels formerly located in Brokaw. In addition to wastewater collection and treatment services, a joint town sanitary district could also assume the obligation to provide water treatment and distribution services to those same residents, as indicated above. In addition, any district formed for purposes of providing these services could have an expanded service area to include properties beyond the current borders of Brokaw.

In reviewing the options confronting Brokaw and the impact of the options on the surrounding region, it is clear that the additional passage of time only serves to worsen an already bleak financial situation for Brokaw. We would encourage Brokaw leaders and leaders from the surrounding communities to come together quickly to determine the feasibility of a cooperative plan/agreement and if there is no consensus on building such an agreement, for Brokaw to quickly move to protect its taxpayers and utility rate payers from additional financial harm.

IV. ANALYSIS

The issues confronting Brokaw are complex. Our review of options was guided by the financial review set forth in the Schenck Report and how Brokaw's current and forecasted financial difficulties could be minimized or resolved. Therefore, we focused on the issues surrounding the Brokaw Water Utility, Brokaw's sewer system, the status of Brokaw's tax incremental financing district, Brokaw's general government and public safety operations and the need to create long-term stability in the provision of government services to Brokaw residents. Our analysis follows.

OPTION 1: Cooperative Agreement/Intergovernmental Cooperation Agreement with City of Wausau, Town of Texas and Town of Maine

The issues surrounding the long-term resolution of Brokaw's financial problems and the concomitant burden those problems potentially create for Texas, Maine, Wausau and the greater region are complex. Therefore, the form of agreement reached between Brokaw, Maine, Texas and Wausau must allow for the inclusion of elements, and address issues, that are not otherwise common to a typical boundary line dispute between municipalities. As indicated below, we recommend that Brokaw and the surrounding region pursue a cooperative plan pursuant to Wis. Stat. § 66.0307, which would contain additional covenants between the parties that are authorized under Wis. Stat. § 66.0301. While other statutes allow municipalities to resolve boundary line issues, as set forth below, the limitations associated with those statutes do not afford Brokaw and the surrounding region a complete solution capable of implementation.

The terms of the resulting cooperative plan/intergovernmental agreement authorized under Wis. Stat. §§ 66.0307 and 66.0301 ("Plan and Agreement") would necessarily address the following subjects:

- (1) Sale of Water Utility. As noted in the Schenck Report, the Brokaw Water Utility has operated, and is likely to continue to operate, at a significant operational loss. Pursuant to Wis. Stat. § 66.0817, Brokaw is authorized to sell the complete utility plant. The cooperative agreement must address the sale of the water utility to Wausau and a commitment from Wausau as to the long-term strategy for serving the Brokaw community.
- (2) Provision of Sewer Services. Like the water utility, Brokaw's provision of sewer collection and treatment services has created, and will continue to create, a significant strain on Brokaw's finances. The cooperative agreement must address how the parties could best utilize Brokaw's existing sewer assets to efficiently collect and treat waste.
- (3) Provision of Other Services. Brokaw is responsible for providing public safety and general government services to Brokaw residents. Currently, Brokaw contracts with Maine for fire protection services and does not maintain its own police force. Other governmental services are provided directly by village employees. The cooperative agreement must address how Maine, Texas and Wausau could most efficiently deliver services to the residents of the areas subject to the cooperative plan.
- (4) Boundary Adjustment Agreement. The cooperative agreement should provide for the orderly transition of properties that separate the borders of Brokaw and Wausau to either Brokaw or Wausau in an effort to reach a common border such that consolidation can occur. In this context, the parties can agree as to how and when boundaries will change and, as well, determine the financial terms

associated therewith to account for any loss of tax revenues to a particular jurisdiction.⁵

(5) Tax Incremental Financing District. The TID currently in Brokaw is set to expire in 2030.⁶ Pursuant to Wis. Stat. § 66.1105(3), Wausau is authorized to create a tax incremental financing district similar to how Brokaw created the TID. However, there is no statutory provision that would allow Wausau to inherit the TID and maintain the TID as a going concern. As a result, if the property comprising the TID were to become a part of Wausau, the city would need to create its own TID territory including those properties. While we have not researched the viability of Wausau creating a new TID relating to the properties, there appear to be concerns surrounding the ability of Wausau to meet the criteria associated with the creation of a new TID for properties that are subject to a pre-existing, and then terminated, TID.

Moreover, it is our understanding that Brokaw's outstanding debt obligations related to the TID may contain clauses restricting the transfer of debt associated with the TID to another entity. If the TID terminates upon Brokaw's consolidation with Wausau, the parties will need to address the impact of the underlying debt obligations and the ability of Wausau to absorb the debt absent the existence of the TID.

A potential solution to the particular problems associated with the continuation of the TID upon consolidation would be to pursue special legislation authorizing Wausau to continue the TID upon consolidation. While any potential legislation authorizing the continuation would need to be researched in further detail, the legislation could be patterned after Wis. Stat. § 66.1105(16), which was created to resolve a unique circumstance relating to the creation of a town TID when the town is subject to a cooperative plan under Wis. Stat. § 66.0307.

(6) Land Use Decisions. As with any cooperative agreement involving multiple municipalities, the parties will likely want to agree on a process for the orderly and consistent application of zoning and land use regulations. If the ultimate goal of the cooperative agreement is to ensure the successful consolidation of Brokaw and Wausau, it will be beneficial to the municipalities and their residents to have consistency in zoning and land use regulations and the enforcement of those regulations.⁷

⁵ Section 66.0305, relating to political subdivision revenue sharing, provides a statutory basis for Brokaw, Maine, Texas and Wausau to allocate revenues in an equitable fashion in support of any overall cooperative plan.

⁶ It is our understanding, confirmed through conversations with the Department of Revenue, that the TID has been submitted for distressed status for extending the life of the TID to 2030. The Department of Revenue is reviewing the material. We are unaware of any circumstances suggesting that the Department will not approve the extension.

⁷ There are likely many more topics and issues that should be addressed in a cooperative plan between Brokaw, Maine, Texas and Wausau and the outline of issues set forth herein should not be construed as exclusive. Any agreement negotiated should involve the appropriate officials, engineers, financial officers and counsel.

While all of these subject areas are not statutorily-mandated for inclusion in a cooperative plan entered into under Wis. Stat. § 66.0307, there would appear to be no justification for a cooperative plan absent agreement on these important issues.⁸ If the municipalities are unable or unwilling to address these issues, there is very little that could be achieved by engaging in the complex cooperative planning process.

A. Legal Authority For Intergovernmental Cooperation on Boundary Matters.

There are three (3) statutes that authorize municipalities to cooperate on issues involving common boundaries and related matters: Wis. Stat. § 66.0225, Wis. Stat. § 66.0301(6) and Wis. Stat. § 66.0307. We discuss the elements of each of these statutes below and, as noted, have concluded that the cooperative plan process set forth in Wis. Stat. § 66.0307, which will include elements traditionally associated with an intergovernmental agreement under Wis. Stat. § 66.0301, is the best mechanism for achieving the comprehensive goals associated with this option.

1. Section 66.0307 Cooperative Plan

Section 66.0307, which involves the creation and execution of a long-term cooperative plan between the participating municipalities, appears to be the most appropriate statute under which to proceed. Pursuant to this statute, any combination of municipalities may determine the boundary lines between themselves under a cooperative plan that is approved by the Department of Administration (“DOA”). Wis. Stat. § 66.0307(2). The cooperative plan can specify that boundary line changes shall occur during the planning period, may occur during the planning period, or may not be changed during the planning period. Wis. Stat. § 66.0307(2)(a)-(d).

a. General Requirements of a Cooperative Plan.

The cooperative plan must be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which is consistent with the comprehensive plan of each participating municipality, including a description of exactly how it is consistent with each comprehensive plan. Wis. Stat. § 66.0307(3)(b)-(c).

Among other things, the cooperative plan must include (i) the identification of any boundary change, (ii) any condition that must be met before a boundary change may occur, (iii) a schedule of the period during which a boundary change shall (or may) occur, (iv) a statement explaining how the plan meets the requirement that the shape not be the result of arbitrariness and reflects considerations for compactness of area, (v) a description of services to be provided to the territory covered by the plan, including an identification of the providers of those services,

⁸ We note as well that we have been retained on this project by Marathon County and do not represent Brokaw, Maine, Texas or Wausau. It is likely that each of the parties will have different perspectives on the topics to be included within a Plan and Agreement and have different ideas on how to resolve the issues in the context of a Plan and Agreement. Therefore, we encourage all parties to discuss the issues surrounding a Plan and Agreement with counsel.

(vi) a schedule for delivery of services, and (vii) a designation of the municipalities that are participating in the cooperative plan and that are required to ratify any boundary changes by enacting an ordinance. Wis. Stat. § 66.0307(3)(d)1.-8.

Additionally, a plan must describe how it is consistent with current state and federal laws, county shoreland zoning ordinances, municipal regulations and administrative rules. Wis. Stat. § 66.0307(3)(e). It must also specify the duration of the proposed planning period, which may exceed 10 years with DOA approval. Wis. Stat. § 66.0307(3)(f). Finally, a cooperative plan may be based on, contain elements of or duplicate any existing plan for the same territory. Wis. Stat. § 66.0307(3)(h).

b. Steps for Adopting the Plan.

While the steps associated with adopting a cooperative plan may appear burdensome, it seems particularly well-suited for situations involving multiple municipalities resolving multiple inter-related issues, such as here. The first step in adopting a cooperative plan requires that each municipality that intends to participate in the preparation of a cooperative plan must adopt a resolution authorizing participation in the preparation of the plan. Wis. Stat. § 66.0307(4)(a). Thereafter, the municipalities must engage in a notice and hearing process designed to solicit input from state departments, the citizens that would be impacted by the cooperative plan process and other impacted government agencies.⁹

At least 60 days after adoption of the resolution and at least 60 days before submitting a cooperative plan to the DOA, the municipalities must hold a joint hearing on the proposed plan. Wis. Stat. § 66.0307(4)(b). Any person may comment on the plan during the hearing and may submit written comments (before, at, or within 20 days following the hearing). Wis. Stat. § 66.0307(4)(c). All comments must be considered by the participating municipalities. *Id.*¹⁰

After the public hearing and consideration of any comments, the plan participants may revise the plan in response to the comments and may, by resolution, adopt a final version of the plan. Wis. Stat. § 66.0307(4)(d)1. If within 30 days after the public hearing a petition opposing the plan, signed by at least 10% of the votes cast for governor in the last election, is filed with the clerk of a participating municipality, the final version of the plan may be adopted only if $\frac{3}{4}$ of the municipality's governing body approves it. Wis. Stat. § 66.0307(4)(d)2.

An advisory referendum may also be utilized. Within 30 days after adoption of a final plan (as detailed in the preceding two paragraphs), a municipality *may* adopt a resolution calling for an advisory referendum on the plan. Wis. Stat. § 66.0307(4)(e)1. However, an advisory referendum is *required* if, within 30 days after adoption of the final plan a petition, signed by at least 10% of the votes cast for governor in the last election, is filed with the clerk. *Id.* An

⁹ Notice of the resolution must be provided to the DOA, DNR, DATCP, and DOT, the clerks of any public entity within 5 miles of a participating municipality, the clerk of each county in which a participating municipality is located, and any affected zoning agency or regional planning commission. Wis. Stat. § 66.0307(4)(a)1.-4.

¹⁰ In addition, a county zoning agency or regional planning commission must comment in writing on the plan's effect on any master plan. *Id.*

advisory referendum must then be held between 70 to 100 days after adoption of the resolution calling for the referendum. Wis. Stat. § 66.0307(4)(e)2.

If no advisory referendum is held, the plan participants may submit the final version of the plan to the DOA for approval between 60 to 180 days after the public hearing. Wis. Stat. § 66.0307(4)(f). If an advisory referendum is held, each municipality must determine, by resolution, whether to submit the final version of the plan to DOA. *Id.* The resolution must be adopted within 60 days after the last advisory referendum is held. *Id.*

If *any* of the plan participants fails or refuses to approve submittal of the cooperative plan to the DOA, the plan may not be submitted. *Id.* Any written comment received by a municipality on any version of the cooperative plan must be submitted to the DOA at the time that the plan is submitted. *Id.* If the plan is not submitted to and approved by the DOA, it may not be implemented. *Id.*¹¹

Following receipt and review of a proposed plan, the DOA must make a written determination of whether to approve a cooperative plan within 90 days after receipt. Wis. Stat. § 66.0307(5)(a). The DOA must consider written comments. *Id.* It may request information relating to the cooperative plan, including any related comprehensive plans. *Id.* It may seek and consider comments from any state agency. *Id.* It must issue its determination of whether to approve in writing and supported by specific finding. *Id.*

These findings include, among other things, that a plan is consistent with each participating municipality's comprehensive plan and with current state laws, that adequate provision is made for the delivery of necessary municipal services, and that the shape of any boundary is not the result of arbitrariness and reflects due consideration for compactness of area. Wis. Stat. § 66.0307(5)(c)1.-6. In addition to written comments, any person may request a public hearing before the DOA on a cooperative plan. Wis. Stat. § 66.0307(5)(b). Such a request must be in writing and submitted to the DOA within 10 days after the plan is received by the DOA. *Id.*

The DOA may return a plan, with comments, if it determines that the plan, if revised, may constitute a plan that can be approved by the DOA.¹² Wis. Stat. § 66.0307(5)(d). Each participating municipality then has 90 days to revise, adopt, and resubmit. *Id.*

e. Status of Annexation/Detachment Processes in Context of Cooperative Plan

Typically, municipal boundaries are modified through either the detachment process set forth in Wis. Stat. § 66.0227 or the annexation processes set forth in Wis. Stat. §§ 66.0217,

¹¹ The statute also provides for a mediation procedure in the event a municipality proposed to be a party to a cooperative plan does not voluntarily agree to the cooperative planning process. That process is contained in Wis. Stat. § 66.0307(4m)(a).

¹² We also note that the Wisconsin Department of Administration is a helpful resource to assist parties in the negotiation and drafting of agreements under Wis. Stat. §66.0307.

66.0219 and 66.0223. Detachment entails a petition process initiated by the property owners seeking detachment, followed by municipal action approving the change in boundaries. Annexation may take various forms in terms of the party(ies) that may initiate and the process for approving, but is available as an option only in situations involving the transfer of unincorporated (town) territory to an incorporated municipality.

In the context of a cooperative plan, the detachment and annexation processes become irrelevant provided the plan specifies that all property within Brokaw is subject to the plan and, as well, the Maine and/or Texas parcels that separate Brokaw and Wausau are subject to the plan. As noted above, the cooperative plan will provide for the orderly transition of properties from the town(s) to Brokaw and/or Wausau until such time as Brokaw and Wausau share a border, at which point the municipalities may consolidate.

d. Status of Consolidation Process in Context of Cooperative Plan

The final stage of the long-term strategy associated with a cooperative agreement would involve consolidation of Brokaw and Wausau. Generally, a town, village or city may be consolidated with a *contiguous* town, village or city. Wausau and Brokaw are currently not contiguous and, therefore, the cooperative plan should provide for consolidation once Wausau and Brokaw share a border.

Under the statute relating specifically to municipal consolidation, and without regard to the statute governing cooperative plans, municipalities consolidate by adopting ordinances, passed by a 2/3 vote of all the members of each board or council, fixing the terms of the consolidation and ratified by the electors at a referendum in each municipality. Wis. Stat. § 66.0229(1). If the majority of the votes cast in each municipality are for consolidation, the ordinances shall take effect and have the force of a contract. *Id.* Consolidation does not affect the preexisting rights or liabilities of any municipality. *Id.*

A consolidation ordinance proposing the consolidation of a town and a city or village shall, within 10 days after its adoption and prior to its submission to the voters for ratification at a referendum, be submitted to the circuit court and the Wisconsin Department of Administration for a determination of whether the proposed consolidation is in the public interest. *Id.*

It is anticipated that the entire process for consolidating Brokaw and Wausau would be accomplished under the Plan and Agreement. There appears to be no statutory barrier to making consolidation of Brokaw and Wausau automatic once they share a common border. However, it is unclear as to whether the formal consolidation process contained within Wis. Stat. § 66.0229 must still be followed even if a cooperative plan under Wis. Stat. § 66.0307 provides for consolidation upon the satisfaction of certain prerequisites. Moreover, depending upon the negotiations between the parties, there may be merit to pursuing a large scale detachment or annexation strategy that would eventually result in Brokaw's dissolution. In that instance, it is presumed that only the small portion of Brokaw remaining following implementation of the large

scale detachment or annexation strategy would revert to the town or towns from which Brokaw was formed.¹³

e. Benefits of Proceeding with a Cooperative Plan.

Section 66.0307(6) provides that the parties to a cooperative plan may agree to maintenance of existing boundaries, boundary changes, schedule for the boundary changes, plan for delivery of services and schedule for those services. Moreover, Wis. Stat. § 66.0307(6) provides that “provisions in [an approved cooperative plan] to maintain existing boundaries, the boundary changes in the plan, the schedule for those changes, the plan for delivery of services and the schedule for those services are binding on the parties to the plan and have the force and effect of a contract.”

This statutory procedure appears well suited for achieving ultimate consolidation of Wausau and Brokaw. The statutory provisions in Wis. Stat. § 66.0307(6) appear, on their face, as a means of bypassing any requirement that Wausau annex the towns in order to consolidate with Brokaw. Moreover, a cooperative agreement under Wis. Stat. § 66.0307(6) constitutes an enforceable contract between the parties. Therefore, if the parties are able to achieve a written agreement to cooperate along the lines outline above, the parties are legally obligated to perform and technically cannot change directions because of a political power shift or a desire to abandon the ultimate consolidation of Brokaw and Wausau.

The comprehensive nature of the statute, together with our review of similar cooperative plans involving other Wisconsin municipalities, leads to our recommendation of the cooperative plan process as the preferred option for Brokaw to pursue. There are elements associated with the overall strategy for resolving the issues confronting Brokaw that fall outside the traditional boundary line dispute resolution mechanisms found in other statutes. As noted below, combining the cooperative plan with an intergovernmental agreement to form the Plan and Agreement provides certainty to the future of all impacted municipalities including Brokaw, Maine, Texas and Wausau.

2. Section 66.0225 Boundary Line Resolution Process

Section 66.0225 relates to the modification of boundary lines between municipalities in settlement of a contested boundary action. The statute provides that any two municipalities whose boundaries are immediately adjacent at any point and who are parties to an action, proceeding, or appeal in court for the purpose of testing the validity of an annexation may enter into a written stipulation, compromising and settling the litigation and determining the portion of the common boundary line between the municipalities that is the subject of the annexation. Wis. Stat. § 66.0225(2). The court may then enter a final judgment incorporating the provisions of the stipulation and fixing the common boundary lines between the municipalities involved. *Id.*

¹³ We recommend thorough research and analysis of the consolidation, annexation and detachment options in the context of a cooperative plan.

A stipulation changing boundaries of municipalities must be approved by the governing body of each municipality. The filing and appeal procedures contained within Wis. Stat. 66.0217(9) and (11) related to annexations instituted by electors and property owners apply to the change in boundaries. *Id.* Further, a change of municipal boundaries under the section is still subject to a referendum of the electors residing within the territory whose jurisdiction is subject to change under the stipulation, if within 30 days after the publication of the stipulation to change boundaries, a petition for a referendum signed by at least 20% of the electors residing within the territory is filed with clerk. *Id.* If the referendum election fails, all proceedings under the section are void. *Id.*

The procedures contained in Wis. Stat. § 66.0225 are inapplicable unless the parties to the statutory stipulation contemplated thereunder are “parties to an action, proceeding, or appeal in court for the purpose of testing the validity of an annexation.” Wis. Stat. § 66.0225(2). Therefore, to implement this option would require Brokaw to engage in a two-part strategy in order to establish a common border with Wausau, which would then authorize consolidation of Brokaw and Wausau. First, Brokaw would need to annex property from Maine and Texas pursuant to the procedures set forth in Wis. Stat. §§ 66.0217 or 66.0219, which would require either a referendum related to the annexations or annexations to be instituted by the property owners. Thereafter, there must be some sort of dispute related to the annexations that leads to a court proceeding. None of these required elements are currently present and it would take a significant amount of time for Brokaw to reach the point where the statute provides an opportunity for a stipulated boundary line adjustment.

Utilization of the boundary line dispute resolution process in Wis. Stat. § 66.0225 would require Brokaw and several other parties to “manufacture” a series of disputes related to what could be considered stipulated annexations. Moreover, implementation of the strategy would rely upon the full cooperation of all parties for an extended period of time. In short, the statute is ill-suited for purposes of resolving Brokaw’s current issues.

3. Section 66.0301(6) Intergovernmental Agreement

Section 66.0301(6) authorizes two municipalities to agree to the boundary lines between the municipalities. The statute provides that any two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between the municipalities. Wis. Stat. § 66.0301(6)(a). The maximum term of an agreement addressing boundaries is 10 years. Wis. Stat. § 66.0301(6)(b). However, before such an agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution. Wis. Stat. § 66.0301(6)(c)1. Before each municipality may adopt a resolution, each must hold a public hearing on the agreement or both municipalities must hold a joint public hearing on the agreement. *Id.* Notice must be given out 20 days before the public hearing. *Id.*

An agreement relating to boundaries is further subject to a referendum of the electors residing within the territory. Wis. Stat. § 66.0301(6)(c)2. A referendum must be held if, within 30 days after the publication of the agreement, a petition for referendum signed by at least 20% of the electors residing within the territory is filed with the clerk of each municipality that is a

party to the agreement. *Id.* If the agreement is approved by referendum, it may take effect. *Id.* If the agreement is not approved in the referendum, it may not take effect. *Id.*

Section 66.0301(6) is more appropriately suited to resolving a boundary line dispute between two entities rather than a large-scale strategy such as that contemplated here. The maximum term of any agreement entered into under Wis. Stat. § 66.0301(6) is ten (10) years. Given the complexity of the issues surrounding an agreement between Brokaw, Maine, Texas and Wausau, coupled with the need for a permanent solution to Brokaw's issues, the process under Wis. Stat. § 66.0301(6) is not well- suited for the current situation.

B. Combination of Cooperative Plan with Intergovernmental Agreement

As noted above, many of the elements set forth above associated with the overall strategy for coordination between Brokaw, Maine, Texas and Wausau, resulting in the consolidation of Wausau and Brokaw, are more commonly considered topics that extend beyond the standard topics included in a cooperative plan under Wis. Stat. § 66.0307.¹⁴ Instead, the topics would typically be considered for inclusion in an intergovernmental agreement under Wis. Stat. § 66.0301(2), which provides (in relevant part):

66.0301 Intergovernmental cooperation.

(2) ... in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, unless those statutes specifically exclude action under this section, any municipality may contract with other municipalities and with federally recognized Indian tribes and bands in this state, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law. If municipal or tribal parties to a contract have varying powers or duties under the law, each may act under the contract to the extent of its lawful powers and duties. A contract under this subsection may bind the contracting parties for the length of time specified in the contract. This section shall be interpreted liberally in favor of cooperative action between municipalities and between municipalities and Indian tribes and bands in this state.

Like Wis. Stat. § 66.0307(6), an agreement under Wis. Stat. § 66.0301(2) is enforced as a contract between the parties. As a result, these statutes, Wis. Stat. §§ 66.0301 and 66.0307, together provide a foundation upon which Brokaw, Maine, Texas and Wausau could build a

¹⁴ Discussions with representatives of DOA confirmed that elements not meeting the definition of statutorily-required elements in a Wis. Stat. § 66.0307 cooperative plan are nonetheless able to be included in the plan. Moreover, review of cooperative plans involving other Wisconsin municipalities revealed inclusion of additional elements. Nonetheless, we recommend reference to Wis. Stat. § 66.0301 in the creation of the cooperative plan to avoid doubt as to the legal basis for inclusion of any topics that are not explicitly referenced in Wis. Stat. § 66.0307.

long-term contractual relationship. As noted above, there are many topics that will likely need to be included in the Plan and Agreement, but it should, at the least, address: (1) sale of the Brokaw Water Utility; (2) provision of sewer services to Brokaw residents; (3) provision of other governmental and public safety services; (4) resolution of issues surrounding the Brokaw TID; (5) boundary adjustment between the municipalities; and (6) future land use and zoning issues.

OPTION 2: Dissolution of the Village of Brokaw

A second option would be for Brokaw to pursue statutory dissolution. While there is a statute that governs the dissolution process, the statute leaves many unanswered questions as to the process and its ramifications.

A. The Dissolution Process Under Wis. Stat. § 61.187

Whenever a petition is signed by at least 1/3 as many electors of any village as voted for village officers at the next preceding election for village officers in that village and is presented to the village board, seeking dissolution of the village, the village board must submit to the electors of the village the question of whether or not the village shall be dissolved. Wis. Stat. § 61.187(1). If 2/3 of the ballots cast at the election are in favor of dissolution, after six months from the date of the election, the village shall cease to be a village. Wis. Stat. § 61.187(2)(a).

Upon dissolution, the territory reverts to and becomes a part of the town or towns from which it was taken or in which it is then located. Wis. Stat. § 61.187(2)(c). The assets and liabilities of the village also become the assets and liabilities of the town or towns to which the village territory reverts. *Id.*

It is our understanding that Brokaw was originally a part of the Town of Texas and incorporated as such. Thereafter, following a series of annexations or detachments, Brokaw grew by obtaining property that was formerly located in the Town of Maine. The Town of Maine and the Town of Texas continue to exist. Therefore, in the event that Brokaw is dissolved, the properties in Brokaw would revert back to Maine and Texas according to the boundaries that were established between the two towns prior to the time that Brokaw was incorporated.¹⁵

Once the properties have been appropriately divided between Maine and Texas, the towns would apportion the assets and liabilities of Brokaw consistent with Wis. Stat. § 66.0235(2)(a), which provides:

Execept as otherwise provided in this section or in s. 60.79(2)(c)¹⁶
when territory is transferred, in any manner provided by law, from

¹⁵ We have not researched or reviewed property records to determine what properties in Brokaw would revert to Maine and Texas. Moreover, we are not aware, and have not researched, whether the boundaries of Maine or Texas have changed since the time that Brokaw incorporated to determine if there will be any dispute as to what properties appropriately belong in each town in the event of Brokaw's dissolution.

¹⁶ This section relates to disposition of the assets of a town sanitary district and is inapplicable here.

one local governmental unit to another, there shall be assigned to the latter local governmental unit such proportion of the assets and liabilities of the first local governmental unit as the assessed valuation of all taxable property in the territory transferred bears to the assessed valuation of all the taxable property of the entire local governmental unit from which the territory is taken according to the last assessment roll of the local governmental unit. The clerk of a local governmental unit to which territory is transferred, within 30 days of the effective date of the transfer, shall certify to the clerk of the local governmental unit from which territory was transferred and to the clerk of the school district in which the territory is located a metes and bounds description of the land area involved. Upon receipt of the description the clerk of the local governmental unit from which the territory was transferred shall certify to the department of revenue and to the clerk of the school district in which the territory is located the latest assessed value of the real and personal property located within the transferred territory, and shall make any further reports as needed by the department of revenue in the performance of duties required by law.

Accordingly, Maine and Texas would divide Brokaw's assets and liabilities in proportion to the assessed value of the property that reverts to each town as a result of Brokaw's dissolution. However, the statute does not address peculiar issues that confront Brokaw, Maine and Texas that would impact the division of assets and liabilities upon dissolution of Brokaw. Specifically, the statute contains no guidance on what would happen to the TID upon Brokaw's dissolution, nor is there any guidance as to how the Brokaw Water Utility's assets and liabilities are divided.¹⁷

1. Status of the Water Utility

The Brokaw Water Utility is not an entity separate and distinct from Brokaw. While there are likely procedural matters to be addressed, in relation to the Public Service Commission and otherwise,¹⁸ in the context of Brokaw's dissolution and its impact on the Brokaw Water Utility, the utility would be dissolved upon Brokaw's dissolution.

By inheriting Brokaw's assets and liabilities, Maine and Texas would inherit the assets of a water utility that would be equipped to serve only a portion of each of the two towns. The towns would be faced with the prospect of either creating a sanitary district, likely a joint sanitary district, pursuant to Wis. Stat. § 60.71(1) or transitioning Brokaw residents to a private

¹⁷ There are no published cases that discuss application of Wis. Stat. § 61.187.

¹⁸ We have not reviewed applicable law relating to dissolution of a municipal public utility upon dissolution of the underlying municipality.

water system.¹⁹ In either event, there is no statutory guidance as to the preferred option or procedure for the Brokaw Water Utility upon Brokaw's dissolution.

2. Status of the Sewer System

Similar to the water utility, the sewer system serving Brokaw does maintain an existence separate and distinct from Brokaw. As a result, upon Brokaw's dissolution, the assets and liabilities associated with the sewer system would revert to Maine and Texas. Again, Maine and Texas would inherit a system that serves only a portion of each of the two towns. The options available to the towns in such a situation parallel the options presented by inheritance of the water utility. In simple terms, the towns could continue operation of the sewer system through a sanitary district or they could transition Brokaw residents to a private system.²⁰

3. Status of the Tax Incremental Financing District

It is our understanding that Brokaw has created a community development authority known as the Village of Brokaw Community Development Authority ("Brokaw CDA") pursuant to Wis. Stat. § 66.1335. It is our further understanding that the Brokaw CDA has created accounts required under law to fund the development obligations incurred in relation to the District and further issued debt in order to pay for the obligations.²¹ We have not reviewed the debt instruments associated with either the original financing or the recent refinancing.

It appears that all of the real property currently within the Brokaw TID would revert to Maine in the event of Brokaw's dissolution. While we have not researched the impact of Wis. Stat. § 60.85 (statute governing town authority to create a tax incremental financing district) and Maine's ability to create a tax incremental financing district relating to the properties currently in the Brokaw TID in great detail, there appear to be significant barriers to Maine maintaining the TID status for those properties. Moreover, there is no provision in statute that would allow Maine to inherit the Brokaw TID. While we have not researched the question in detail, there is significant concern surrounding the ability of Maine to create a TID, relating both to the fundamental authority of a Wisconsin town to create a TID and, in addition, questions surrounding a municipality's ability to create a new TID comprised of properties that were formerly part of a terminated TID from another municipality where the development associated with the TID is completed.

¹⁹ We found no statute that compels Maine and Texas to create a sanitary district. However, we note that all water utilities are regulated by the Public Service Commission, which may have regulations related to how the Brokaw rate payers are treated in the event of Brokaw's dissolution. Exploration of those issues is beyond the scope of our review.

²⁰ See fn. 19 above.

²¹ See Wis. Stat. § 66.1105 relating to the fund requirements and procedure for issuing debt obligations in relation to the debt associated with a TID. For purposes of our analysis, we assume that Brokaw and the Brokaw CDA created the TID, funded the accounts and issued debt in compliance with Wis. Stat. § 66.1105 and applicable law.

While there is no statute that addresses the peculiar situation of what happens to a TID in the event of dissolution of the underlying village, it appears likely, confirmed through conversations with the Department of Revenue that the Brokaw TID would terminate upon Brokaw's dissolution. Termination of the TID does not relieve the Brokaw CDA or Brokaw from the obligations related to the debt associated with the TID in the event that the debt instruments provide for the Brokaw CDA and Brokaw to guaranty the obligations. While we have not reviewed the bond documents related to the debt, it is our understanding that the Brokaw CDA and Brokaw made certain representations and agreed to certain covenants relating to the debt associated with the TID. It is likely that the representations and covenants contained within the debt instruments would continue even in the event the TID is terminated. As a result, the debt associated with the TID is likely to continue as a debt of the Brokaw CDA and Brokaw, which would then require assumption from either Maine or Texas pursuant to Wis. Stat. § 61.187.

B. Orderly Resolution of Brokaw Liabilities

It is common for entities in financial distress to seek protection from creditors by filing for relief under the Federal Bankruptcy Code. Bankruptcies of municipal entities are governed by Chapter 9 of the Federal Bankruptcy Code. In this case, there is no provision in Wisconsin law that allows a Wisconsin municipality, such as Brokaw, to file for protection under Chapter 9 of the Federal Bankruptcy Code.²² As a result, Brokaw is unable to provide for the resolution of any issues associated with its debts and creditors in the context of a bankruptcy proceeding.

Nonetheless, as indicated above, application of the village dissolution mechanism set forth in Wis. Stat. § 61.187 leaves the questions surrounding the status of the Brokaw Water Utility, the sewer utility and the TID unanswered. Given the lack of definitive statutory guidance, it may be appropriate for Brokaw to seek a judicial declaration as to its rights and responsibilities in the event of dissolution pursuant to Wis. Stat. § 806.04, which provides (in relevant part):

Any person²³ interested under a deed, will, written contract or other writings constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.

²² Chapter 9 of the Bankruptcy Code is a special section relating to the bankruptcy of municipal entities. The Bankruptcy Code specifically provides that "a municipality must be specifically authorized, in its capacity as a municipality or by name, to be a debtor under chapter 9 by state law, or by a governmental officer or organization empowered by state law to authorize such entity to be a debtor under such chapter." 11 U.S.C. § 109(c)(2).

²³ Section 990.01(26) defines "person" to include "bodies politic or corporate."

Under this section, Brokaw could obtain a judicial declaration as to how its limited assets should be utilized to pay outstanding obligations and, as well, how any remaining unsatisfied liabilities should be apportioned among Maine and Texas.²⁴

Moreover, it may be appropriate for Brokaw to petition the court, in the context of the declaratory relief claim, for the appointment of a receiver to administer Brokaw's affairs while the lawsuit is pending. Section 813.06 recognizes that a receiver may be appointed to administer the property and affairs of a party to a lawsuit in the following circumstances:

(1) On the application of either party, when the applying party establishes an apparent right to or interest in property which is the subject of the action and which is in the possession of an adverse party, and the property or its rents and profits are in danger of being lost or materially impaired.

(4) When a corporation has been dissolved or is insolvent or in imminent danger of insolvency, or has forfeited its corporate rights.

(5) In accordance with the practice which obtained when the code of 1856 took effect except as otherwise provided in this chapter.

If appointed by a court, the receiver "is an officer of court, whose business it is to administer his trust impartially for the benefit of all concerned." *Bartelt v. Smith*, 145 Wis. 31, 129 N.W. 782, 784 (1911). In other words, a receiver appointed to administer the dissolution of Brokaw would be empowered by the court, with court oversight, to exercise control over all affairs relating to the disposition of Brokaw's assets and liabilities.

Additional research and review of Wis. Stat. §§ 806.04 and 813.06 should be conducted relating to the ability of Brokaw to seek declaratory relief and petition for the appointment of a receiver prior to authorizing such an action. Our review of these statutes has been limited and we have not reached any definitive conclusion as to the viability of any such claim.

²⁴ There are additional elements necessary to maintain a claim under Wis. Stat. § 806.04 including, without limitation, the requirement that Brokaw be involved in a justiciable controversy that is ripe for judicial resolution. *Olson v. Town of Cottage Grove*, 309 Wis.2d 365, 749 N.W.2d 211 (2008). These elements are not discussed here, but it appears that Brokaw's position in the context of dissolution would likely be sufficiently adverse to the interests of Maine, Texas and the Brokaw CDA bondholders such that the elements can be met.

Exhibit P: Vierbicher Funding Strategy Report

Village of Brokaw Public Funding Summary

Prepared For:
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Prepared On:
January 18, 2016
Revised March 7, 2016

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Disclaimer

The purpose of this report is to identify funding strategies for recommended infrastructure improvements within the Village of Brokaw. The financial summary is intended to identify key financial parameters to help determine eligibility of various funding programs. The financial information was obtained from the Wisconsin Department of Revenue, Wisconsin Public Service Commission and a document entitled "Financial & Economic Study for the Village of Brokaw, prepared by Schenck, SC and Phillips Borowski, SC, dated January 8, 2015. Vierbicher was unable to obtain a copy of the Village of Brokaw audited 2014 financial statements. As such, definitive conclusions regarding the financial status of the Village cannot be made.

The recommended funding strategies are based on prior experience working with the public funding programs, plus conversations with funding agency staff. Prior to implementation of projects, a final funding strategy should be developed.

Vierbicher is not registered with the Securities and Exchange Commission as a municipal financial advisor. Vierbicher does not perform municipal financial advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

Financial Summary

I. Financial Comparison to Other Comparable Wisconsin Communities

A. General Financial Parameters

Table 1 summarizes general financial data obtained from the Wisconsin Department of Revenue for communities under 1,000 population, located within a 30 mile radius of Brokaw. Brokaw's property tax levy and G.O. Debt are substantially above the average for the comparable communities.

Table 1: Property Tax and G.O. Debt Comparison (2014)

Community	Population	Local* Property Tax Levy Per Capita	G.O. Debt* Per Capita	Net Mill Rate Per \$1,000
Almond	446	\$ 135	\$ 0	\$ 17.69
Amherst Junction	375	\$ 192	\$ 0	\$ 17.56
Arpin	329	\$ 212	\$ 0	\$ 20.98
Auburndale	706	\$ 231	\$ 0	\$ 19.98
Biron	835	\$1,286	\$2,236	\$ 25.85
Fenwood	147	\$ 57	\$ 525	\$ 17.08
Milladore	280	\$ 154	\$ 0	\$ 17.45
Pittsville	872	\$ 1,084	\$ 342	\$ 26.85
Rosholt	503	\$ 278	\$1,604	\$ 22.92
Rudolph	432	\$ 68	\$ 0	\$ 16.24
Average of Above Comm.	NA	\$ 370	\$ 312	\$ 20.26
Brokaw	252	\$ 2,848	\$3,428	\$ 36.61
Percent Compared to Average		770%	1,099%	181%

*Note: Includes Tax Incremental Financing Revenue & G. O. Debt. Does not include tax levy from overlying taxing entities.

B. Sanitary Sewer Utility Rates

Table 2 summarizes sanitary sewer rates for communities under 1,000 population located within a 30 mile radius of Brokaw. The data is taken from a 2010 Sewer User Charge Survey Report, by MSA. Brokaw's sewer rates are substantially higher than the average rate of the comparable communities and the average rate of all Wisconsin communities in the 1 to 500 population range.

Table 2: Sanitary Sewer Rate Comparison (2010)

Community	Population	Annual Sewer Cost Per Household (Based on 55,000 gallons per year)
Almond	446	\$ 188
Amherst Junction	375	\$ 494
Arpin	329	\$ 300
Auburndale	706	\$ 308
Biron	835	\$ 364
Fenwood	147	\$ 480
Milladore	280	\$ 516
Pittsville	872	\$ 305
Rosholt	503	\$ 371
Rudolph	432	\$ 222
Average of Above Communities	NA	\$ 355
Wis. Avg. (1 to 500 Pop.)	NA	\$ 404
Brokaw	252	\$ 330



C. Municipal Water Utility

Table 3 summarizes municipal water rates for comparable communities located within a 30 mile radius compiled from the Wisconsin Public Service Commission Bulletin 25, dated Jan. 2015. The rates do not include Public Fire Protection Charges. Brokaw's water rates are substantially higher than the average rate of the comparable communities and the average rate of all Class D Utilities in Wisconsin.

Table 3: Municipal Water Rate Comparison (As of 01/30/15)

Community	Population	Annual Water Cost Per Household (Based on 75,000 gallons per year)
Amherst	1,048	\$ 584
Athens	1,105	\$ 431
Biron	835	\$ 364
Milladore	280	\$ 467
Pittsville	872	\$ 518
Average of Above Communities	NA	\$ 473
Wis. Avg. (Class D Utilities)	NA	\$ 397
Brokaw (Based on current rates)	252	\$ 884 (223% higher than average)
Brokaw (Based on proposed increase)	252	\$ 990 (249% higher than average)

II. General Fund Summary

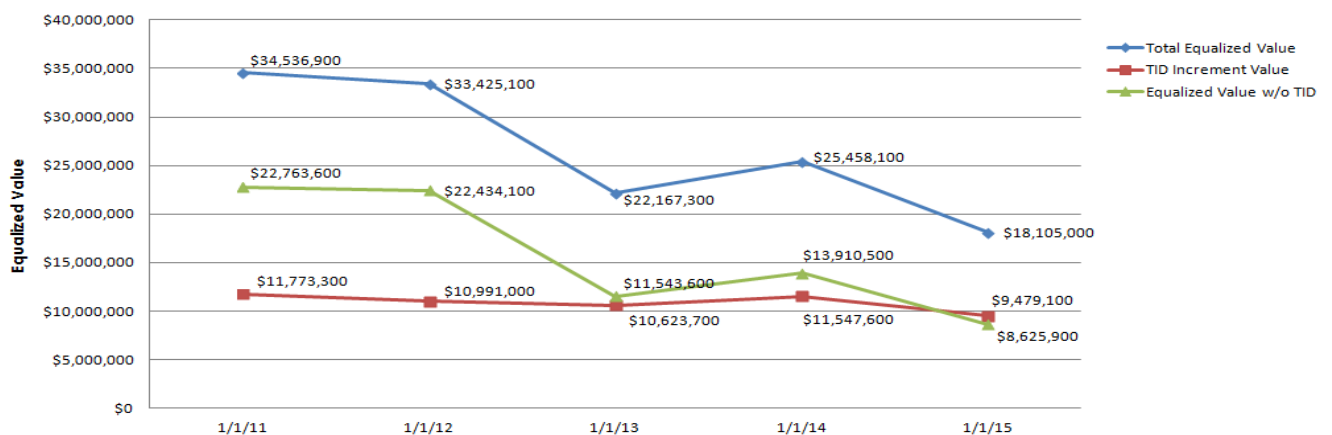
A. Equalized Value Trends

Tables 4a and 4b summarize Brokaw's equalized value since 2011. The total equalized value decreased by 47.6% from 2011 to 2015.

Table 4a: Equalized Value Trends

Description	1/1/11	1/1/12	1/1/13	1/1/14	1/1/15	Percent Change
Total Equalized Value	\$34,536,900	\$33,425,100	\$22,167,300	\$25,458,100	\$18,105,000	-47.6%
TID Increment Value	\$11,773,300	\$10,991,000	\$10,623,700	\$11,547,600	\$9,479,100	-19.5%
Equalized Value w/o TID	\$22,763,600	\$22,434,100	\$11,543,600	\$13,910,500	\$8,625,900	-62.1%

Table 4b: Equalized Value Trends



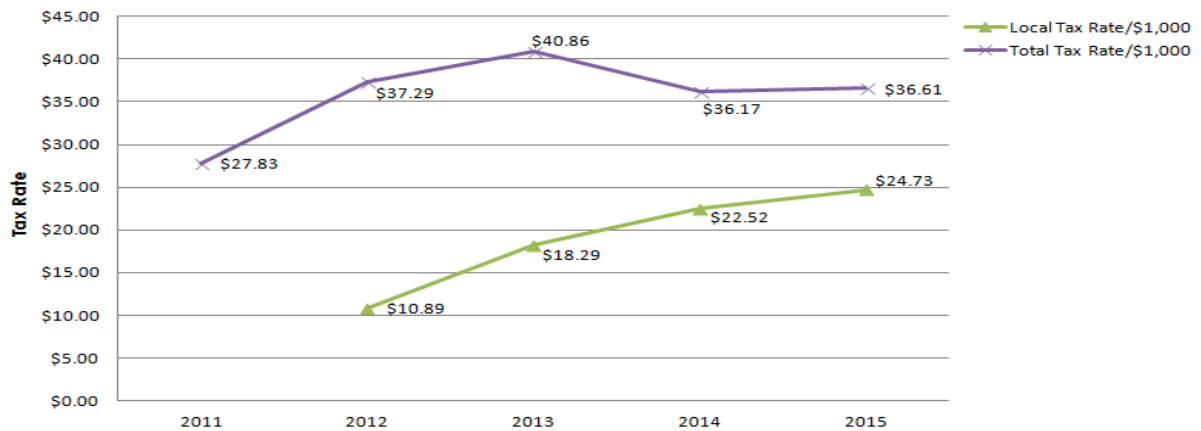
B. Tax Rate Trends

Tables 5a and 5b summarize Brokaw's tax rate since 2011. The local tax rate has increased by 127.1% since 2011, and the total tax rate increased by 31.6%.

Table 5a: Tax Rate Trends

Description	2011	2012	2013	2014	2015	Percent Change
Local Tax Rate/\$1,000	\$0.00	\$10.89	\$18.29	\$22.52	\$24.73	+127.1%
Total Tax Rate/\$1,000	\$27.83	\$37.29	\$40.86	\$36.17	\$36.61	+31.6%

Table 5b: Tax Rate Trend



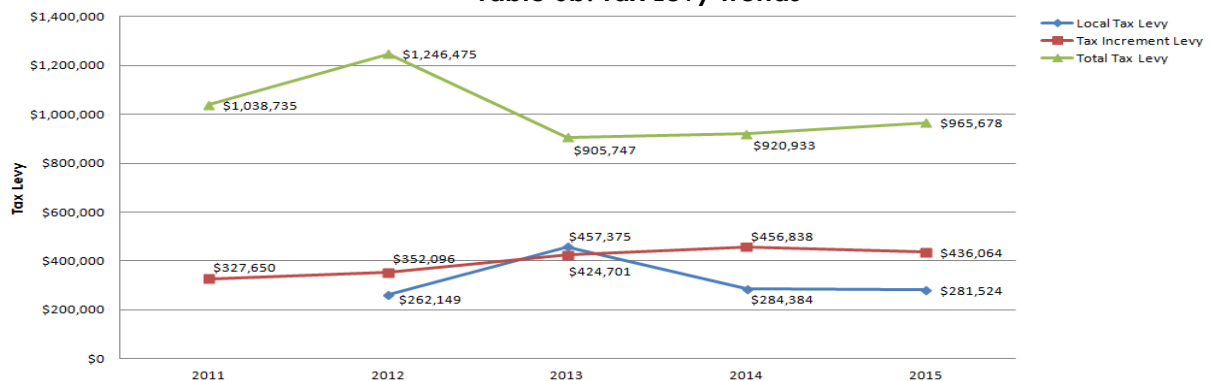
C. Tax Levy Trends

Tables 6a and 6b summarize Brokaw's tax levy since 2011. The total tax rate has decreased increased by 5.2% since 2011, however the tax increment levy increased by 23.8%.

Table 6a: Tax Levy Trends

Description	2011	2012	2013	2014	2015	Percent Change
Local Tax Levy	\$0	\$262,149	\$457,375	\$284,384	\$281,524	+7.4%
Tax Increment Levy	\$0	\$352,096	\$424,701	\$456,838	\$436,064	+23.8%
Total Tax Levy	\$0	\$1,246,475	\$905,747	\$920,933	\$965,678	-5.2%

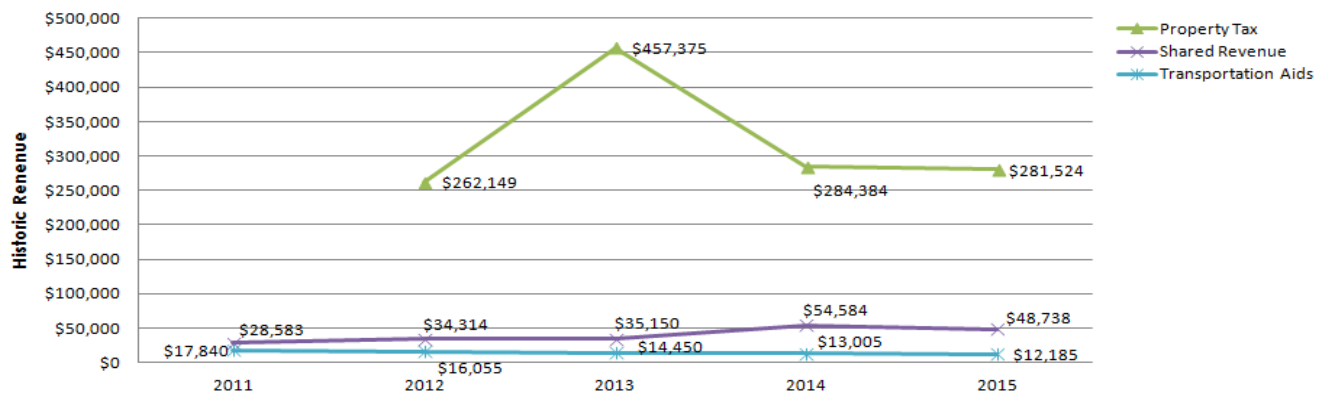
Table 6b: Tax Levy Trends



D. Historic Revenue Trends

The following chart illustrates the historic revenue trends for the Village of Brokaw.

Table 7: Historic Revenue Trends



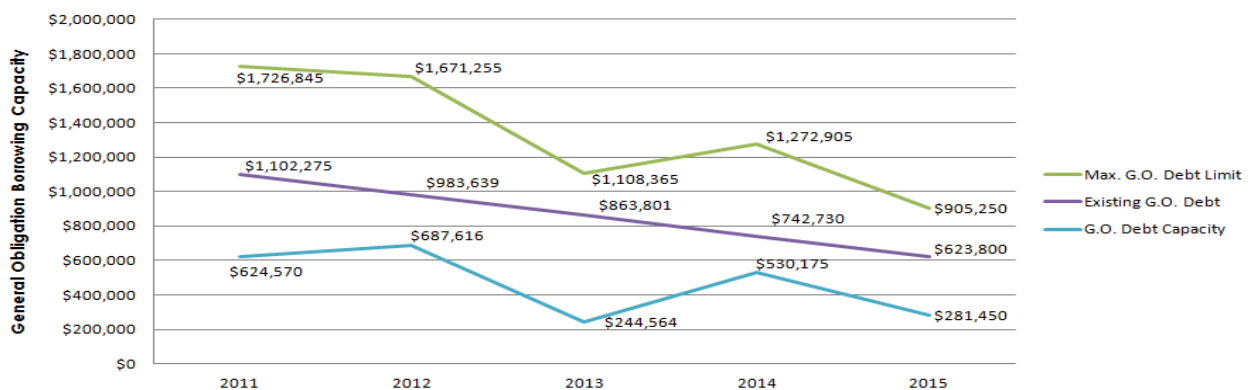
E. General Fund Balance

The Village General Fund had a deficit balance of \$499,044 as of December 31, 2013. The deficit has accumulated over the years as a result of expenditures exceeding revenues. The Village has advanced funds from the Water Utility and Tax Increment District No. 1 to cover operating costs. The Village General Fund is not generating adequate revenue to repay these advances.

F. General Obligation Borrowing Capacity

The Village's General Obligation (G.O.) borrowing capacity is summarized in Table 8. The Village has used nearly 70% of the General Obligation Capacity which is very high.

Table 8: General Obligation Borrowing Capacity



*Note: The existing G. O. Debt for 2015 is estimated by reducing the debt by \$120,000 per year, which was the trend in previous years.

III. Sanitary Sewer Utility Summary

The Brokaw Sewer Utility is currently operating at a significant deficit. The revenue generated by sewer user rates cover approximately one third of the expenses. The remaining revenue needed to cover the sewer utility operation is coming from the general property tax levy, which is approximately \$100,000 per year.



IV. Water Utility Summary

The Wisconsin Public Service Commission (PSC) approved the current water rates on December 27, 2008. Based on the water rate comparison in Table 3, Brokaw's existing water rates are 223% above the average Class D utility. Based on discussions with the Village's Public Works Operator, Charlie Blarek, the Village is currently applying for a 12% increase to the water rates. If approved, the new rates will be 249% above the average for Class D utilities.

Based on the PSC Annual Report dated Dec. 31, 2014, the Brokaw Water Utility incurred operating losses of \$181,529 to 2014 and \$202,885 in 2013. The Water Utility receives non-operating revenue from property tax revenue to finance a portion of the operating losses.

Based on the PSC Annual Report dated Dec. 31, 2014, the Brokaw Water Utility had a cash balance of \$29,644. In addition, the General Fund owed the Water Utility \$126,630. The Water Utility does not have a Reserve Fund established for equipment and water systems upgrades.

The Brokaw Water Utility has \$233,388 of long term debt as of Dec. 31, 2014. The bond was issued on April 13, 2011 and has a maturity date of May 01, 2028. The bond was issued as General Obligation Debt.

Water sales have decreased by 95% since the closing of the paper mill. Due to the significant reduction in water usage, the current water supply and storage facilities are significantly oversized. This is resulting in severe water quality problems in the summer and freezing in the winter. To mitigate these issues, the Village is pumping excess water to flush the system. In 2014, only 19% of the water purchased was actually sold to utility customers.

In 2014, the total operating and maintenance cost for the water utility was \$172,276. Of which \$47,515 was for purchasing water from Wausau, \$13,762 for electric power for the pumping station, \$55,157 for operator's labor, and \$55,842 for miscellaneous administrative and operating costs. **The Brokaw Water Utility operation and maintenance cost is roughly \$100,000 more than an average small water utility.**

V. Tax Incremental Finance Program Summary

The Village of Brokaw created TID No. 1 on Sept. 29, 1997 as an Industrial Development TID. The end of the expenditure period was on Sept. 29, 2015. The original latest termination date was Sept. 29, 2020. However, the Village declared TID No. 1 distressed which extended the maximum termination date to Sept. 29, 2030.

The TID No. 1 debt was funded using Lease Revenue Bonds issued by the Community Development Authority (CDA). In November 2014 the CDA refinanced the original debt and issued a \$2,775,000 Lease Revenue Bond. The annual debt service payments for the new bond ranges from \$269,219 to \$369,000 and is schedule to be repaid by 2026. The tax increments from TID No. 1 are estimated to be \$335,000 annually and are expected to cover the debt service payments.

TID No. 1 will not be able to fund additional projects because the expenditure period has expired. The Village of Brokaw cannot create a new TID because the increment in TID No. 1 exceeds 12% of the total valuation.

The Village of Maine is able to create a tax increment district and should explore strategies for using TIF to fund upcoming projects. For example, if an area within the Village is targeted for new development, TIF could be used to fund development costs such as land acquisition, infrastructure improvements and development incentives. If the new development will also be served by the Village of Brokaw infrastructure, the Village of Maine's TIF could help fund improvements that are required to accommodate the new development.



Summary of Intergovernmental Grants and Loans

A. General Obligation Borrowing

1. 2015 Total Equalized Value = \$18,105,000
2. 2015 Maximum General Obligation Debt Limit (5% of Equalized Value) = \$905,250
3. 2015 General Obligation Debt = \$623,801 (Estimated)
4. 2015 General Obligation Debt Margin = \$281,449 (31%)
5. Current Interest Rates for General Obligation Debt (State Trust Fund)
 - 1 to 5 year loan = 2.5%
 - 6 to 10 year loan = 3.25%
 - 11 to 20 year loan = 3.75%
6. General Obligation Debt is generally reserved for “non-utility” capital expenditures such as streets, storm sewer, equipment, fire station, municipal buildings, etc.

Based on the Village's current G.O. Debt margin, the Village should minimize additional G. O. Debt until the existing debt balance is reduced.

B. U.S.D.A. Rural Development – Rural Utilities Loan & Grant Program

The U.S.D.A. Rural Development water loan and grant program works well for larger projects in lower income communities. Due to the significant amount of paper work involved, it generally does not make sense to use this program for projects less than \$500,000. Following is a summary of how this program would work if the Village implemented all of the recommended water system improvement projects.

1. Brokaw's MHI = \$41,250, which is 78.2% of Wisconsin's \$52,738 MHI
2. Based on MHI, Brokaw is a “Grant Eligible” Community
3. Sewer & Water Program
 - User Rates Must Exceed \$30 / RUE / month at minimum to Trigger Grants
 - RUE User Rate: 1% of MHI = 10% grant; 1.25% of MHI = 25% grant; 2% of MHI = 45% grant
 - Maximum grant = 45% (More realistic grant = 20% to 30%)
4. Current Loan Terms
 - 40 year amortization term
 - 2.75% fixed interest rate
5. Possible Funding Scenarios
 - Brokaw is eligible for Rural Development funding based on the MHI and existing water user rates. The Village could receive 30% or more of grant funds for the water system improvement projects. The remaining 70% of the project costs would need to be funded with Rural Development loan funds.
6. Rural Development Program Schedule
 - Recommended pre-application submittal: Prior to October 2016
 - Pre-Application approval: December 2016(commitment of funds)
 - Final application, plans & specs. and approvals: March 2017
 - Bidding & contract award: May 2017
 - Construction: 2017

Julie Giese from Rural Development said they will not provide funding to Brokaw unless there is a good plan in place for a sustainable community, plus new community leadership is put in place.

C. Community Development Block Grant (CDBG)

1. National Objectives
 - Low-to-Moderate (LMI) Benefit (Need to be over 51% LMI)
 - Blight Elimination
 - Local Urgent Need



2. CDBG Grant Eligibility
 - Village of Brokaw's LMI = 53.66%
 - The Village exceeds the 51% LMI benefit threshold.
 - Community-wide infrastructure projects such as the water supply or wastewater treatment projects would use the Village LMI percentage and would have a LMI benefit over 51%.
 - If the Village implemented an infrastructure project that served just a neighborhood such as a water main replacement, the Village would need to conduct a neighborhood-level income survey to document over 51% of the residents served are LMI.
3. The CDBG program funding possibilities include:
 - CDBG Public Facilities Grant Amount = 50% of project cost, \$500,000 maximum grant
 - CDBG Public Facilities for Economic Development: Infrastructure improvements serving an economic development project resulting in job creation or retention. For example, an industrial park.

A CDBG Public Facilities program is a good fit for Brokaw. A CDBG grant should be pursued for infrastructure improvement projects.

D. U.S. Economic Development Administration

The U.S. Economic Development Administration (EDA) administers grant programs to promote economic growth and to assist economic disadvantaged communities. The standard grant awards are 50% of eligible project costs. However, based on discussions with Lee Shirey at EDA, Brokaw could probably receive an 80% grant due to the Village's financial situation.

The two primary programs administered by the EDA include:

1. Investments for Public Works and Economic Development Facilities. This program provides grants to fund industrial park infrastructure projects and incubator facilities. The municipality is required to demonstrate they will create jobs and leverage private investment. The maximum grant is 80% of the eligible project costs, up to \$3 million.
2. Economic Adjustment Assistance. This program provides planning grants to fund economic development plans and incubator feasibility studies.

Lee Shirey indicated EDA could be involved with a strategy that would target economic growth that would create new jobs for the area, plus create new customers for the existing water utility. He recommended the following strategy for the Village of Brokaw:

Step 1: Apply for an EDA Economic Adjustment grant to fund an "Economic Recovery Strategy". This should include a targeted business analysis to identify businesses who are large water users. The applications are accepted continuously. The EDA reviews pre-applications monthly and would provide a response within 30 days. If the response is positive, the EDA would invite the Village to submit a final application. Once funded, the Village would prepare an "Economic Recovery Strategy" and submit the plan to EDA.

Step 2: Apply for an EDA Public Works grant to fund infrastructure improvements required to implement the Economic Recovery Strategy identified in the planning phase.

The EDA is recommending the Village implement an economic recovery program to target business who are large water users, plus would create new tax base and jobs. The Village should pursue an EDA Economic Adjustment grant to fund an Economic Recovery Strategy.



E. Wisconsin Department of Natural Resources (WDNR) Programs

1. **WDNR Safe Drinking Water Loan (SDWL)** – This program provides reduced interest loans for municipal water system improvements including wells, reservoirs, treatment and distribution. Principal Forgiveness is also available based on financial need.

The application deadline for the upcoming funding cycle is as follows:

- Intent to Apply & PERF: October 31, 2016.
- Final applications: June 30, 2017 (Note, final applications include plans & specifications.)
- Principal Forgiveness Applications: June 30, 2017.

The terms for CWF loans is summarized as follows:

- The amortization term of CWF loans is 20 years.
- Brokaw's interest rate would be 1.073%. (Upgrade of Existing System)

Principal Forgiveness is available to municipalities to provide additional subsidy to reduce the user rates to avoid creating a financial hardship. The Principal Forgiveness is allocated to the highest priority projects in municipalities with the greatest financial need as determined by MHI, population trends and county unemployment rate. The amount of Principal Forgiveness is capped at 70% of the project cost. Brokaw would be a likely candidate to receive Principal Forgiveness due to the relatively low MHI and the Village's decreasing population.

The WDNR SDWL program is a good fit for the Village of Brokaw to fund water system improvement projects.

2. **WDNR Clean Water Fund (CWF) Loan** – This program provides funding for municipal wastewater projects including WWTPs, lift stations and collection systems. Hardship Grants and Principal Forgiveness are also available based on financial need.

The application deadline for the upcoming funding cycle is as follows:

- Intent to Apply & PERF: October 31, 2016.
- Final applications for non-hardship projects: On-going, accept applications year round.
- Hardship Applications: June 30, 2017.
- Principal Forgiveness Applications: September 30, 2017.

The terms for CWF loans is summarized as follows:

- The amortization term of CWF loans is 20 years.
- Brokaw's interest rate would be 2.275%.

Hardship Assistance is available to municipalities who meet the following criteria:

- Median household income (MHI) is 80 % or less of the state's MHI. Brokaw's MHI is \$41,250, or 78.2 % of the state's MHI.
- Sewer user rates exceed 2 % of the municipality's MHI. For Brokaw, 2% of the MHI = \$825 per year for a residential user. Brokaw's current sewer rates are approximately \$330 per year for residential users. As such the Village is not eligible for Hardship Assistance.

Principal Forgiveness is available to municipalities to provide additional subsidy to reduce the user rates to avoid creating a financial hardship. The Principal Forgiveness is allocated to the highest priority projects in municipalities with the greatest financial need as determined by MHI, population trends and county unemployment rate. The amount of Principal Forgiveness is capped at 70% of the project cost. Brokaw would be a likely candidate to receive Principal Forgiveness due to the relatively low MHI and the Village's decreasing population.

The WDNR CWF Program is a good fit for the Village of Brokaw to fund sewer system improvement projects.



3. **WDNR Knowles-Nelson Stewardship Grant** - Deadline May 1, 2016:
Maximum grant = \$250,000 (without Joint Commission approval). Requires 50% local match. The Stewardship Program includes: Aids for the Acquisition & Development of Local Parks (ADLP), Urban Rivers, Urban Green Space & Recreation Trails programs. Eligible projects: land acquisition, development of nature-based recreation facilities, recreation trails, development of support facilities such as access roads, parking, restrooms, signage, utility systems and lighting.

This program would be a good fit if a “river front” recreation area, recreation trails, or other public parks wanted to be developed.

4. **WDNR Recreational Boating Facilities Grant** – Deadline: Applications Accepted Quarterly
Maximum grants = 40% of eligible costs. Eligible projects: navigational dredging, boat ramps, docks, access roads, parking, sanitary facilities, navigational aids and weed harvesting equipment.

This program would be a good fit if a “river front” recreation area were to be developed including boat launch facilities.

5. **WDNR Urban Nonpoint Source & Storm Water Man. Grant** – Deadline April 15, 2016
Maximum grant = \$150,000 + \$50,000 for acquisition. Eligible planning projects: urban storm water management plans, ordinance development, creation of storm water utilities & public information. Eligible construction projects: storm water BMPs, engineering, land acquisition, stream bank & shoreline stabilization.

This program would be a good fit if the Village would be required to obtain a MS4 stormwater discharge permit. The WDNR has indicated the Village will not be required to obtain a permit.

6. **WDNR Municipal Flood Control Grant** – Deadline March 15, 2016
Maximum grant = \$650,000. Requires 30% local match. Eligible projects: acquisition & demolition of structures in the floodplain, flood proofing and flood mitigation.

This program is a good fit if there are structures that are located in the floodplain that needed to be acquired and relocated out of the floodplain.

F. Wisconsin Economic Development Corporation (WEDC) Programs

1. **Brownfield Grants**-No Deadline
Grants for redeveloping commercial and industrial sites with environmental contamination.
2. **Brownfield Site Assessment Grants**-No Deadline Grants for environmental investigations, demolition of structures and tank removal.
3. **Community Development Investment Grants**– Deadline April 2016 (Tentative): Grants to promote economic development projects with an emphasis on downtown revitalization. Maximum grant: \$250,000 for high impact and downtown building development projects, \$250,000 for public improvements & place making, and \$50,000 for planning & marketing. 75% local match required.
4. **Idle Industrial Sites Redevelopment Grants**– Deadline April 2016 (Tentative)
Grants to stimulate redevelopment of idle, abandoned and underutilized manufacturing sites over 10 acres in size. Maximum grant: 30% of total project costs up to \$500,000. Eligible projects: demolition, environmental remediation, and site-specific improvements.



G. Wisconsin Department of Transportation Programs (WDOT) Programs

1. **WDOT STP Urban & Rural** – Deadline June 2017: 80% funding for street improvements for roadways classified as collectors or above.
2. **WDOT Local Road Improvement Program (LRIP)** – Deadline November 1, 2017: 50% funding for municipal street improvements for roadways classified as local roads.
3. **DOT Alternatives Program** – Deadline January 29, 2016: This program was created by the new federal transportation bill (MAP 21). This program replaces the Transportation Enhancement, Recreational trails and Safe-Routes to Schools programs. 50% of the funds will be given to urban areas and 50% available for rural areas.
4. **WDOT Transportation Economic Assistance Grant** – No Deadlines
Maximum grant: \$5,000 per job created or retained, up to 50% of eligible project costs, maximum grant = \$1,000,000. Eligible projects: street improvements and rail spurs serving industrial development and other targeted employment sectors.



Recommended Funding Strategies

A. Economic Recovery Strategy

1. Project Summary: Prepare an Economic Development Strategy including a targeted business analysis to identify potential large water customers and other opportunities for growth.
2. Goal: Increase the tax base and number of users for the water and sewer utility, evaluate brownfield redevelopment opportunities.
3. Estimated Budget: \$50,000
4. Funding Plan: Apply for an 80% EDA Economic Assistance Grant.

B. Water System Improvements

The recommended alternative (#5) includes constructing one new well and modifying the water tower to increase the height. The major components for the recommended alternative include constructing one new water supply well, keeping the existing water transmission line for emergency water supply, lowering the water level in the water tower to 25,000 gallons, increasing the height of the water tower 25 feet to maintain adequate static pressures and making upgrades to the existing water distribution system.

1. Project Cost and Sources & Uses of Funds Summary

Following is a summary of the preliminary budget and funding strategy for the recommended improvements to the water system. The specific funding mix will need to be verified.

Project Budget & Sources & Uses of Funds Summary

Description	Total Budget	WDNR SDWL Loan	WDNR SDWL PF	CDBG PF Grant
• Water System Model	\$ 7,500			
• Well Site Search & Test Well	\$ 60,000			
• Construct Well #7	\$ 630,000			
• Retrofit Water Tower	\$ 345,000			
• Abandon Well #6	\$ 20,000			
• Replace Broken Water Main	\$ 90,000			
• Replace Water Mains	\$ 421,000			
• Construct 2 Dry Fire Hydrants	\$ 20,000			
• Subtotal	\$1,593,500	\$ 593,500	\$ 500,000	\$ 500,000

2. Impact on Operation & Maintenance (O&M) Costs

• Debt Service Costs (\$593,500 SDWL Loan @ 1.073%, 20 years)	= \$ 33,130 / year
• Plus 1.25% Debt Service Coverage	= \$ 8,280 / year
• Plus Equipment Reserve Fund	= \$ 5,000 / year
• Subtotal Increase in O&M Costs	= \$ 46,410 / year
• Less Reduction in Existing O&M Costs to Adjust to New System	= \$ 90,000 / year*
• Net Impact on O&M Costs	= -\$ 43,590 / year

*Note: Cost reduction reflects adjustment to reflect "normal" water rates, plus \$10,000 annual cost for maintaining the existing water transmission line for emergency water supply.

3. Impact on User Rates

• Number of Residential User Equivalents (RUEs)	= 103
• Rate Reduction per RUE (-\$43,590 / 103)	= \$ 423 / year



C. Sanitary Sewer System Improvements

1. Project Cost and Sources & Uses of Funds Summary

Following is a summary of the preliminary budget and funding strategy for the recommended improvements to the sanitary sewer system. The specific funding mix will need to be verified.

Project Budget & Sources & Uses of Funds Summary

Description	Total Budget	WDNR CWF Loan	WDNR CWF HDSP	CDBG PF Grant
• WWTP Blower Repair	\$ 5,000			
• Sewer Main Rehabilitation	\$ 155,000			
• Everest Ave. Sewer Replacement	\$ 45,000			
• Manhole Replacement	\$ 31,000			
• Everest Ave. Lift Station Repl.	\$ 300,000			
• Everest Ave. Forcemain	\$ 70,000			
• 4 th Street Lift Station Pump	\$ 20,000			
• Westside TV Inspection	\$ 5,000			
• Subtotal	\$ 631,000	\$ 316,000	\$ 0	\$ 315,000

2. Impact on Operation & Maintenance (O&M) Costs

• Debt Service Costs (\$316,000 SDWL Loan @ 2,275%, 20 years)	= \$ 19,780 / year
• Plus 1.25% Debt Service Coverage	= \$ 4,965 / year
• Plus Equipment Reserve Fund	= \$ 5,000 / year
• Subtotal Increase in O&M Costs	= \$ 29,745 / year

3. Impact on User Rates

• Number of Residential User Equivalents (RUEs)	= 103
• Rate Increase From Capital Improvements (\$29,745 / 103)	= \$ 289 / year
• Rate Increase To Shift Revenue from General Fund (\$100,000 / 103)	= \$ 971 / year
• Total Sewer Utility Rate Increase	= \$ 1,260 / year

D. Storm Sewer System Improvements

1. Project Cost and Sources & Uses of Funds Summary

Following is a summary of the preliminary budget and funding strategy for the recommended improvements to the storm sewer system. The specific funding mix will need to be verified.

Project Budget & Sources & Uses of Funds Summary

Description	Total Budget	Village Tax Levy	Village G. O. Loan	CDBG PF Grant
• Storm Sewer System Map	\$ 5,000	\$ 5,000	\$ 0	\$ 0
• Park Ave. & 3 rd St Study	\$ 2,900	\$ 2,900	\$ 0	\$ 0
• Park Ave. & 3 rd St Sewer Repl.	\$ 470,000	\$ 0	\$ 238,950	\$ 238,950
• Subtotal	\$ 477,900	\$ 7,900	\$ 239,950	\$ 238,950

2. Impact on Operation & Maintenance (O&M) Costs

• Debt Service Costs (\$238,950 G.O. Loan @ 3.75%, 10 years)	= \$ 17,197 / year
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E. Annual Street Improvements

Based on the "Village of Brokaw 2015 Pavement Surface Evaluation and Ratings Report", a repair and maintenance schedule has been prepared for the next seven years. Based on the recommended street improvement projects, the Village should budget an average of \$58,500 per year for the next seven years. The actual estimated annual budget amount is as follows:

Budget Year	Estimated Annual Budget Amount
2016	\$ 50,240
2017	\$ 51,360
2018	\$ 61,680
2019	\$ 44,940
2020	\$ 77,130
2021	\$ 73,700
2022	\$ 50,240

F. Implementation Schedule

1. CDBG Planning Grant
Prepare a comprehensive plan for the Village of Maine, Village of Brokaw and Town of Texas.
 - a. Submit Application May 27, 2016
 - b. Grant Awards Announced Aug, 2016
 - c. Contracting Period Sept/Oct 2016
 - d. Prepare Comprehensive Plan Update Nov 2016 – July 2017
2. EDA Economic Assistance Grant
Prepare an economic development plan for Brokaw and northern Marathon County. This will help define development opportunities and strategies to guide future public investments.
 - a. Submit Pre-Application June 2016
 - b. Pre-Application Response From EDA July 2016
 - c. Submit Final Application Sept 2016
 - d. EDA Grant Award Dec 2016
 - e. Prepare Economic Development Plan Feb – July 2017
3. DNR Safe Drinking Water/Clean Water Fund Water Sewer
Correct deficiencies in water and wastewater treatment facilities. Wastewater improvement needs will be better known after planning for future development occurs.
 - a. Submit Intent to Apply and PERF Oct. 31, 2016 Oct. 31, 2017
 - b. Prepare Final Application June 30, 2017 June 30, 2018
 - c. Prepare Plans and Bids June 30, 2017 June 30, 2018
 - d. Final Approval Sept 30, 2017 Sept 30, 2018
 - e. Bidding & Contract Award Dec 31, 2017 Dec 31, 2018
 - f. Construction Summer 2018 Summer 2019
4. CDBG Public Facilities
Correct deficiencies in storm sewer system.
 - a. Prepare and Submit Application May 2019
 - b. Grant Awards Announced Aug, 2019
 - c. Contracting Period Sept/Oct 2019
 - d. Design, Bid, Construct Nov 2019 – Sept 2020





**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT NEITZEL
SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview/>

September 16, 2016

Betty Hoenisch, President
Village of Maine
Municipal Building
6111 N 44th Ave.
Wausau, WI 54401

Matthew Bootz, Chair
Town of Texas
T4750 River Hills Road
Wausau, WI 54403

Jeff Weisenberger, President
Village of Brokaw
311 North Third Street
PO Box 108
Brokaw, WI 54417

Re: Maine-Texas-Brokaw Cooperative Plan

Dear Betty, Matt, and Jeff,

On behalf of the Department of Administration, I am pleased to provide your communities with our approval of your Cooperative Plan.

Congratulations on your success in reaching agreement. Your collaboration establishes a solid foundation for decades of future cooperation between your communities.

The Department would also like to commend your communities on their perseverance in making the needed additions and revisions to your cooperative plan to ensure that it complies with the statutory standards.

Should you have any questions concerning our approval, or subsequent cooperative plan implementation issues, please do not hesitate to contact Erich Schmidtke at (608) 264-6102.

Sincerely,

Dawn Vick, Administrator
Division of Intergovernmental Relations

cc: Shane VanderWaal, Town of Texas Attorney
Randy Frokjer, Village of Maine Attorney
Dean Dietrich, Village of Brokaw Attorney
Laura Callan, City of Wausau Special Counsel
Anne Jacobson, City of Wausau Attorney
Lynn Taschler
Jeff Stone, PSC Administrator
Becky Frisch, Marathon County Conservation, Planning & Zoning Dept.
Dennis Lawrence, NCWPRC Director

(the following communities and jurisdictions may access the Department's review determination and the communities' Cooperative Boundary Plan document at www.doa.state.wi.us/municipalboundaryreview)

Toni Rayala, City of Wausau Clerk
Chris Plautz
Yvonne Henning, Wausau School District Clerk

Nan Kottke, Marathon County Clerk
DuWayne Zamzow, Town of Berlin Clerk
Lori Weyers, President of North Central Technical College
Cindy Worden, Town of Wausau Clerk
Marlo Turner, Town of Stettin Clerk
Lorraine Beyersdorf, Town of Texas Clerk
Tina Meverden, Village of Maine Clerk
Michelle Peter, Town of Rib Mountain Clerk
Amanda Herdt, Town of Pine River Clerk
Rick Hass, Town of Corning Clerk
Deborah Raymer, Town of Scott Clerk
Michael Heyroth, Director of Rib Mountain Sanitary District
Kathleen Williams, Superintendent of Wausau School District
Ed Eberle, DNR Deputy Secretary
Ben Brancel, DATCP Secretary
Mark Gottlieb, DOT Secretary



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL of the COOPERATIVE PLAN
under Section 66.0307, Wis. Stats.**

between the

**VILLAGE OF MAINE, VILLAGE OF BROKAW,
and TOWN OF TEXAS
MARATHON COUNTY**

September 16, 2016



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT A. NEITZEL
SECRETARY

Municipal Boundary Review

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This determination constitutes the Department's review and approval of the re-submitted proposed cooperative plan between the Villages of Maine and Brokaw and Town of Texas under s. 66.0307 Wis. Stats.

The Department previously reviewed this proposal on July 28, 2016 and found that three of the five statutory standards were met. As a result, the Department returned the cooperative plan to the communities pursuant to s. 66.0307(5)(d) Wis. Stats., recommending that it be re-submitted to include revisions and additional needed information on the two remaining standards.

On September 1, 2016 the communities of Maine, Texas, and Brokaw did re-submit the cooperative plan with the needed revisions and additions.

In summary, it is the DETERMINATION OF THE DEPARTMENT OF ADMINISTRATION that the proposed re-submitted cooperative plan, when evaluated per Section 66.0307(5)(c), Wis. Stats.:

Standard 1, Content of Cooperative Plan Sufficiently Detailed – Previously Met

Standard 2, Cooperative Plan Consistent with Comprehensive Plans and State and Local Laws and Regulations – Previously Met

Standard 3, Adequate Provision for Municipal Services – Met

Standard 4, Provision for Affordable Housing – [Repealed & Inapplicable]

Standard 5, Compactness of Plan Territory – Met

Standard 6, Planning Period Consistent with Cooperative Plan – Previously Met

The facts and analysis supporting these findings are discussed in the body of this determination. The Department of Administration hereby determines pursuant to s. 66.0307(5)(d) Wis. Stats. that the proposed cooperative plan is APPROVED.

Dated this 16 day of September 2016,

Dawn Vick,
Administrator, Division of Intergovernmental Relations

NOTICE OF RIGHT TO APPEAL

This Notice sets forth the requirements and procedures for obtaining review for those persons who wish to obtain review of the attached decision of the Department. Per s. 66.0307(9), Wis. Stats., decisions of the Department are subject to judicial review under s. 227.52. Per s. 227.53 any person aggrieved by a decision of the Department is entitled to review. Per s. 227.53 (1) (a) 1., proceedings for review are instituted by serving a petition therefore upon the agency, either personally or by certified mail, and by filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Per s. 227.53 (1) (a) 2m., an appeal must be filed within 30 days after mailing of the decision by the agency. Per s. 227.53 (1) (b), the petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. Any petition for judicial review shall name the Department of Administration as the Respondent. Petitions for review should be served on the Department's Secretary, Scott A. Neitzel. The address for service is:

c/o DOA, Municipal Boundary Review
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. s. 227.52, 227.53 and 227.57 to ensure strict compliance with all requirements. The summary of appeal rights in this notice shall not be relied upon as a substitute for the careful review of all applicable statutes, nor shall it be relied upon as a substitute for obtaining the assistance of legal counsel.

Executive Summary

In accordance with s. 66.0307(5)(d) of the Wisconsin Statutes, the Wisconsin Department of Administration (Department) has reviewed this re-submitted cooperative plan (Revised Cooperative Plan) between the Villages of Maine and Brokaw and the Town of Texas (Communities).

The Department previously reviewed the Communities' proposed cooperative plan on July 28th, 2016 and found that three of the five statutory standards were met. As a result, the Department returned the cooperative plan to the communities pursuant to s. 66.0307(5)(d) Wis. Stats., recommending that it be re-submitted to include revisions and additional needed information on the two remaining standards.

Following this recommendation, the Communities did in fact make revisions and include the additional needed information. They approved this Revised Cooperative Plan by resolution on August 29th and 30th, 2016 and submitted it to the Department for review on September 1st, 2016.

In reviewing this Revised Cooperative Plan under s. 66.0307(5)(d), Wis. Stats., the Department finds that all of the statutory standards are now met and therefore APPROVES the cooperative plan.

This Determination is organized into five sections, a section for each of the Department's five statutory standards found in s. 66.0307, Wis. Stats. Because the Department's July 28th determination found three of the statutory standards met, this review of the Revised Cooperative Plan does not fully re-examine these previously met standards. Instead, it only examines the two remaining standards regarding provision of services to the agreement territory and compactness of the agreement territory. Therefore, for full understanding of the Department's review, this determination must be read together with the Department's July 28th determination. Changes made by the Revised Cooperative Plan are included directly into the Communities original cooperative plan, and it is this Revised Cooperative Plan which constitutes the cooperative plan which is in effect.

The Department finds that with the additional information provided regarding services, the Revised Cooperative plan complies with the *Services* standard.

Regarding the *Compactness* standard, the Revised Cooperative Plan substantially increases the amount of Town of Texas territory which will ultimately attach to Maine. The Department finds that this larger attachment will ultimately result in a compact and rational boundary between Maine and Texas, as well as between neighboring Wausau and the Town of Wausau.

The Department would like to again commend the communities on their willingness to help resolve the regional problems stemming from closure of the Wausau-Mosinee Paper Corporation, as well as for their perseverance in developing a cooperative plan that complies with the statutory standards. This cooperative plan is a first step that now enables the communities to begin taking the measures and actions necessary to improve Brokaw residents' long-term financial and infrastructure situations.

Approval Criteria Applicable to the Department

The following paragraphs describe how the Cooperative Plan relates to the review criteria in s. 66.0307(5)(3) and (4) Wis. Stats. It is important to understand that this review document is not a complete restatement of the Plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Cooperative Plan itself, which is available from the communities as well as on the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

As mentioned, it is also important to read this approval determination together with the Department's previous determination on July 28th, 2016 for a full understanding for how the Cooperative Plan complies with all of the statutory criteria.

(1) The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.

Previously Met.

(2) Is the cooperative plan consistent with each participating municipality's comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.

Previously Met.

(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.

In its July 28th 2016 determination, the Department found that service provisions related to Brokaw had been carefully studied and set forth. Less well developed were provisions related to services to areas of the Town of Texas, particularly sewer and water service. However, the Communities' Revised Cooperative Plan includes additional language and provisions, and a flowchart at Exhibit N which describes how sewer and water service will be provided.

Specifically, the flowchart at Exhibit N and language added to section 10.4 shows that Maine prefers to continue the existing 2008 Brokaw-Wausau Water Agreement, or negotiate an amendment to this agreement. However, if Wausau chooses not to continue the 2008 Brokaw-Wausau Water Agreement, or chooses not to negotiate an amendment to it, then Maine will look to alternative solutions. One alternative is to develop a new primary water source and possibly a back-up water source, both of which would be new wells. A second alternative is to seek to have the Public Service Commission (PSC) determine the obligations of Wausau and the 2008 Wausau-Brokaw Water Agreement relative to Maine. These issues will be addressed and decided when Maine and Brokaw apply to the Public Service Commission for the transfer of the Brokaw water utility pursuant to Wis. Admin. Code s. 184. The process

of designing, funding, and construction will follow determinations and approvals by the PSC and DNR.

The Communities also added language to sections 12.1 and 12.2 of the Cooperative Plan to clarify that the *entire* Town of Texas territory may be eligible to receive sewer and water service subject to request by the Town of Texas board and subject to economic feasibility, public health and safety, among other factors. Also, the Communities clarify that any extension of services must be approved by the PSC and DNR.

In correspondence to the Department, the PSC indicates that this Revised Cooperative Plan satisfies the concerns that it had with the original Cooperative Plan, which the PSC had communicated to the communities and to the Department via two comment letters.

As mentioned in our July 28th determination, the original Cooperative Plan indicates that Texas will continue to provide services to this Town of Texas territory even after it attaches to Maine, and that Maine will reimburse Texas for the cost of these services via an annual revenue sharing payment.

Based on the foregoing additions to the Cooperative Plan, the Department now finds that the services standard in s. 66.0307(5)(c)(3) Wis. Stats. is met.

(4) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.

This Cooperative Plan proposes transferring the entire Village of Brokaw to Maine via *Intermediate* and *Final* attachments over the course of a 17-year timespan. The Department in its July 28th Determination found that transfer of Brokaw to Maine will result in a compact and rational ultimate boundary line.

However, the Department did have concerns with the *Initial Attachment* of Town of Texas territory to Maine, an area found to be too small and irregularly shaped to be considered compact and rational.

In response, the Communities' Revised Cooperative Plan substantially increases the amount of Town of Texas land which ultimately will attach to Maine. In addition to the same *Initial Attachment Area* transferring to Maine, the Revised Cooperative Plan now provides for a much larger area, called the *Long-Term Attachment Area*, shown in Exhibit E, which stretches from the *Initial Attachment Area* to the existing Village of Brokaw. The area is bounded to the west by the Wisconsin River, to the east by the Town of Wausau, and to the north by a natural boundary marked by a line of steep wooded bluffs. The topography maps at Exhibit O, maps 1.3 and 1.3B, shows how this

northern boundary closely follows the bluff line in a northwesterly direction towards Brokaw. The northern boundary also follows section and property lines. Upon completion of the *Initial* and *Long-Term Attachments* of Texas territory, and the *Intermediate* and *Final Attachments* of Brokaw territory, the boundary line ultimately achieved between Maine and Texas will be compact and rational. This boundary line is shown by map 1.2 at Exhibit O.

Based on the foregoing, the Department finds that the Revised Cooperative Plan meets the standard in s. 66.0307(5)(c)(4) Wis. Stats. regarding giving due consideration to the compactness of the final boundary resulting from this Cooperative Plan.

(6) *Any proposed planning period exceeding 10 years is consistent with the plan.*
s. 66.0307(c)6 Wis. Stats.

Previously met.