



# OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **FINANCE COMMITTEE**  
 Date/Time: **Tuesday, January 10, 2023 at 5:30 PM**  
 Location: **City Hall (407 Grant Street) - Council Chambers**  
 Finance Members Lisa Rasmussen, Doug Diny, Carol Lukens, Michael Martens, Sarah Watson

## AGENDA ITEMS

- 1 Minutes of the previous meeting(s): (12/13/22)
- 2 Discussion and possible action regarding ARPA funding requests and related budget modification
- 3 Discussion and possible action regarding sole source request for Wausau PD and FD for Advanced Physical Therapy.
- 4 Discussion and possible action regarding sole source request for Crossing Guards (All City Management Services)
- 5 Discussion and possible action regarding Urban Nonpoint Source Construction Grant Agreement to Convert the Strawberry Field Dry Detention Pond to a Wet Pond
- 6 Discussion and possible action on the termination of Airport Ground Lease with Allan Woldt
- 7 Discussion and possible action on the termination of Airport Ground Lease with Wynnn Jones & Associates
- 8 Discussion and possible action on a contract for residential and commercial electrical inspection services between the City of Wausau and Village of Weston

Adjourn

Lisa Rasmussen, Chair

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

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail [mary.goede@ci.wausau.wi.us](mailto:mary.goede@ci.wausau.wi.us) with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

**This Notice was posted at City Hall and faxed to the Daily Herald newsroom 1/06/23 at 4:15 pm**

*In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or [ADAServices@ci.wausau.wi.us](mailto:ADAServices@ci.wausau.wi.us) to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.*

Other Distribution: Media, (Alders: Kilian, Gisselman, McElhaney, Herbst, Larson, Henke), \*Rosenberg, \*Jacobson, \*Groat, Department Heads

## **FINANCE COMMITTEE**

Date and Time: Tuesday, December 13, 2022 @ 5:00 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Doug Diny

Members Excused: Carol Lukens, Sarah Watson

Others Present: Maryanne Groat, Anne Jacobson, Anne Keenan, Dustin Kreage, Eric Lindman, Bob Barteck, Ben Bliven, Liz Brodek, Katie Rosenberg, and Kaitlyn Bernarde

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

### **Minutes of the previous meeting(s): (11/22/22)**

Motion by Martens, second by Diny to approve the minutes. Motion carried 3-0.

### **Discussion and possible action regarding budget modification Street Improvements Franklin Street \$24,668.11**

Lisa Rasmussen stated it is a line-item transfer from Signs & Maintenance to Street Maintenance.

Motion by Diny, second by Martens to approve the budget modification. Motion carried 3-0.

### **Discussion and possible action on City's Waiver of First Right of Refusal to Repurchase Property at 7555 Stewart Avenue (Arthur Rentals-Wisconsin, Inc.)**

Rasmussen stated it is standard in the Business Campus as property is changing hands, we can exercise the right to purchase the property back if we have a use for it, but typically we don't.

Motion by Martens, second by Diny to waive the first right of refusal to repurchase. Motion carried 3-0.

### **Discussion and possible action regarding amending the Cost-of-Living Adjustment date for general employees to start on pay period one, due to Workday implementation**

Rasmussen explained the increase was previously approved but starting on pay period one will make it easier with the new software. Michael Martens noted this passed the HR Committee yesterday.

Motion by Diny, second by Martens to approve the amendment to the resolution. Motion carried 3-0.

### **Discussion and possible action regarding a letter of support for the Wausau Central Wisconsin CVB's request for ARPA Grant from Marathon County**

Rasmussen stated Tim White addressed the Council at the last meeting about applying to Marathon County for an ARPA funded grant to assist them with developing a new visitor's center and requested the city's support in hopes of reinforcing his grant prospects. The staff was working internally to figure out the best way to provide that support and felt the best way to do it was by a resolution encouraging our peers at the county to consider support of that grant because it promotes tourism in the area. Mayor Rosenberg noted they discussed this at the County Finance Committee today and have not made any decisions yet.

Motion by Diny, second by Martens to approve a resolution supporting the grant application. Motion carried 3-0.

### **Discussion and possible action regarding request for budget modification for new Firefighter Equipment and Training Costs**

Rasmussen stated the committee previously approved ARPA funding and received the SAFER grant to hire 12 new firefighters. This request is for the gear required for the new firefighters when they are hired, so they would like to take the previously approved ARPA funds and repurpose part of it toward the equipment.

Diny stated we have typically scored and ranked all these requests independently and if we are going to repurpose the funding perhaps it should be ranked for consistency.

Chief Barteck indicated he did not have a problem with whatever process they felt was necessary, however he noted the wheels are in motion to get the gear because he did not have a lot of time. He estimated the new firefighters arriving in mid-February. When this started there were five positions open at the old number plus the 12 new for a

total of 17 positions. He indicated there were 11 recruited and 3 positions open so far, with more interviews this week. He stressed the gear needs to be fast-tracked to be ordered in January.

Michael Martens felt this request fits within the scope of the original request for the 12 additional firefighters because they need the appropriate gear to perform the job. He saw the ranking as mostly symbolic and questioned if it was something they really needed to do.

Diny stated we did not necessarily plan on the training and the equipment when we budgeted for the positions, so where would we be had they filled them all. Barteck responded it was difficult to know where we would be today when the discussions of the expansion of department began. He stated at the time he did not have numbers or the knowledge of the safe turnout gear for 12 sets and had not entered into conversations with NTC then because we had not yet lowered the requirements to EMT Basic.

Motion by Martens, second by Diny to approve the budget modification for new Firefighter equipment and training costs. Motion carried 3-0.

#### **Discussion and possible action regarding Grant Acceptance and Management Policy**

Maryanne Groat stated she submitted the first draft to the committee in November with a plan to send it to all the stakeholders for feedback before bringing it back for final approval. She indicated she received a lot of positive responses from the departments, with the biggest response clarifying how grant reports should be approved. She explained one of findings this year was that grant reports were not being reviewed prior to submission. The review comment related to the Community Development Department that wanted an independent review and approval prior to submitting the report. She stated she initially proposed that Finance Department would do the review, but the feedback was that might take too much time. The suggestion was to be able to choose their independent review which she felt was fair. The policy now requires that there shall be an independent review, but they can choose their supervisor or another individual to review it. Another suggestion from the feedback was for either a committee or Council review of grant applications if a new position was created and established, so she indicated she changed the language to say the Finance Committee and Common Council.

Groat stated she also received feedback from Greg Seubert that the Federal Transit Administration (FTA) requires the city adopt a resolution that delegates the application and grant execution to the mayor. This requirement was passed in 2010, via Resolution 10-0605. She noted the policy now acknowledges this to be in compliance with that resolution.

Motion by Diny, second by Martens to adopt the Grant Acceptance & Management Policy as presented. Motion carried 3-0.

#### **Discussion and possible action regarding bargaining agreement between the City of Wausau and Wausau Firefighter Association for January 1, 2023 – December 31, 2024**

Rasmussen indicated the HR Committee approved both this and the next contract and recommend approval by Finance Committee.

Motion by Martens, second by Diny to approve the contract. Motion carried 3-0.

#### **Discussion and possible action regarding bargaining agreement between the City of Wausau and Wausau Professional Police Association for January 1, 2023 – December 31, 2024**

Motion by Martens, second by Diny to approve the contract. Motion carried 3-0.

#### **Adjourn**

Motion by Diny, second by Martens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:56 pm.

---

Kaitlyn Bernarde – City Clerk  
Mary Goede – Deputy City Clerk



---

TEL: (715) 261-6622  
FAX: (715) 261-6626

*Office of the City Clerk*

TO: Common Council  
FROM: Kaitlyn Bernarde, City Clerk  
RE: Clerk & City-County IT ARPA Request for Council Chambers Video and Room Control Upgrade  
DATE: December 8, 2022

---

The Clerk's Office and City-County IT Department are jointly submitting the attached ARPA request for upgrading the Council Chambers video and room control systems. This request will enable staff to be more efficient and allow better meeting experiences for the public.

The current Council Chambers technology setup is outdated and inefficient. The current room controls are over 20 years old and replacement parts are no longer available. This results in the IT Department doing their best to piece parts together to make it functional to incorporate WebEx calls, presentations, and voting software into regular meetings. But this has resulted in various employees who staff the Council meetings having to operate up to three different monitors, two separate computers, two TVs, one projector and one control system to be able to hold a single meeting. This creates the opportunity for one of these pieces to malfunction, or a setting changed that could disrupt or delay a meeting. This has happened several times over the past year with staff troubleshooting volume control issues, inaccessible or choppy presentations, and computer ports not working.

More importantly, the current system limits the public's ability to access official City meetings. Due to the current room technology, Wausau Area Access Media must manually focus a room camera on to one of the screens to display a presentation or Council vote on the public access or YouTube channel. This results in video delays, or the inability to display the screen, if they are also trying to capture members speaking. If the ARPA request is approved, the City's current system would be upgraded to be like the Marathon County Assembly Room's system that has a direct feed from the computer, that can automatically display for watching remotely. For Common Council meetings, this would allow the public to see more easily how each member voted.

By allocating ARPA funds to these upgrades, it will allow the City of Wausau to have more productive and accessible meetings for the community.

**CITY OF WAUSAU**  
**AMERICAN RESCUE PLAN - SLFRF APPLICATION**  
**PUBLIC HEALTH AND ECONOMIC IMPACTS OF COVID 19**  
**PUBLIC SECTOR CAPACITY- EFFECTIVE SERVICE DELIVERY**

Effective Service delivery category is designed to improve the efficacy of public health and economic programs through tools like program evaluation, data and outreach AND address administrative needs caused or exacerbated by the pandemic. Task: Task: Common examples would include:

- \*Program evaluation and data analysis
- \*Technology infrastructure to improve access to and the user experience of government IT systems
- \*Technology improvements to increase public access and delivery of govt programs and services
- \*Administrative costs associated with programs responding to the public health emergency



Project Title	<b>Council Chambers video and room control upgrade</b>		
Department	<b>Clerk and City-County IT</b>	Contact Name:	<b>Gerard Klein</b>
Priority 1-6 (low-high)	<b>3</b>		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

<b>Project Type (Refer to the Department of Treasury Expenditure Category and enter the EC Code next to the appropriate area)</b>			
	Program evaluation and data analysis	<b>3.4</b>	Technology improvements to increase public access and delivery of govt programs & services
<b>3.4</b>	Technology infrastructure to improve access to and user experience of govt IT systems		Administration costs

**SPENDING/PROGRAM DESCRIPTION**  
**attach additional information if needed**

We would add a big TV behind the mayor and two medium sized TVs for the audience. Add a Video controller (such as a Cisco C60). Replace the microphones and the Crestron room control. Integrate the Crestron with the Cisco Video gear so meetings can start and end video calls with the push of a button on the Crestron Touchpad instead of the Extra PC running Webex like we are using now. The feed from whatever is being presented (such as a Powerpoint) would be electronically fed to the Public Access TV production. Construction changes would be needed both on the wall behind the mayor and along the countertop surfaces.

**JUSTIFICATION**  
**Describe the proposed programs impact on public sector effective service delivery and how delay or deferral of the proposal will impact government service delivery**

The room controls in the room are at least 20 years old. It does not support modern solutions for video production and live video feeds. The voting system controls are custom wired. In 2019 we invested about \$15,000 in new cameras and new video production gear which we would keep and integrate. The current method to show Powerpoints is to point a camera at the overhead projector which results in poor image quality.

<b>OTHER AVAILABLE FUNDING SOURCES FOR THE PROGRAM (check all that apply)</b>			
<input type="checkbox"/>	We have applied repeatedly for Capital funding for this and have been denied	<input type="checkbox"/>	Other (Describe)

**PUBLIC SECTOR CAPACITY- EFFECTIVE SERVICE DELIVERY**

**Council Chambers video and room control upgrade**

ONE TIME EXPENSE	2023	2024	2025	2026	2027	Total
Planning /Design	3,000					3,000
LandAcquisition						-
Construction/Maintenance	12,000					12,000
Equipment/Vehicle/Furnishings Purchase	125,000					125,000
Other(Describe)						-
<b>Total Costs</b>	<b>\$ 140,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 140,000</b>
<b>FUNDING SOURCES</b>						
<b>ARPA Funding</b>	140,000					140,000
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe)						-
<b>Total Sources</b>	<b>\$ 140,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 140,000</b>
<b>Shortfall</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
ONGOING NEW OPERATIONAL EXP	2023	2024	2025	2026	2027	Total
Staff Costs						-
Contractual Services	5,000					5,000
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
<b>Total</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000</b>
<b>FUNDING SOURCES</b>						
<b>ARPA Funding</b>						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>NET LEVY REQUIREMENT</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000</b>

**DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed**





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

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

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

**Ongoing Sole Source – 365 days**                       **One Time Sole Source Request**

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

The vendor for this request is Advanced Physical Therapy & Sports Medicine. The service provided is an onsite physical therapist, or athletic trainer Traci Tauferner, for 6 hours per week. The PT will be accessible to all staff at the police department. The services offered will include:

- Individual assessments on health, functional movement, and fitness
  - Personalized performance enhancement programming
  - Health and wellness education
- On-site injury evaluations and rehabilitation to help provide better care for employees

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

The service provided will be an onsite physical therapy, primarily provided by Traci Tauferner, for 7.5 hours per week.

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

The Wausau Fire Department has been using Traci Tauferner for approximately four years and the Wausau Police Department has been using her for the last two years. Traci Tauferner has, by our measurement, delivered excellent care, facilitated specialized medical care, reduced the lost staff time due to injury, and most importantly earned the trust of the staff at both the Wausau Police Department and the Wausau Fire Department. The relationship and understanding between Traci Tauferner and individual staff members developed over the last two to four years brings significant value to our organizations and is the driving factor in this Sole Source Request.

In addition, numerous local police and fire department also contract with Advanced Physical Therapy for this work with great recommendations. Traci Tauferner is the only locally known provider who specializes in physical therapy for first responders.



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

Prior to utilizing Traci Tauferner, the Wausau Police Department contracted with other providers and were not satisfied with the result. The result of our current use of Traci Tauferner has "Exceeded Expectations".

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

The Wausau Fire Department and the Wausau Police Department have utilized this service for several years and have found the service to save significant dollars in lost time and be reasonably priced for onsite medical/therapy care.

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

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

**Department: Police and Fire Departments**

**Preparer: Matthew L. Barnes**

**Vendor Name: Advanced Physical Therapy & Sports Medicine**

**Expected amount of purchase or contract: Wausau PD \$30,000, Wausau FD \$30,000**

**Department Head Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Finance Director Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

December 12, 2022

Re: Sole Source: Advanced Physical Therapy & Sports Medicine  
Wausau Fire and Police Departments

City of Wausau Finance Committee and City Council

Finance Committee:

During the 2023 budget planning process, the Wausau Police Department and Wausau Fire Departments budgeted to contract with Advanced Physical Therapy to supply an onsite physical therapy for police officers. This program was implemented by the Wausau Fire Department in 2018 and the Wausau Police Department in 2021 and we have seen an overall increase in health and fitness, a quality-of-life improvement for our staff, and reduction in lost time and work comp injuries.

As you are aware, there are very physical demands placed on our police officers and fire fighter/paramedics. Advanced Physical Therapy provides a service of injury management, early intervention, and prevention that allows officers/firefighters to be at their best.

Our partnership with Advanced Physical Therapy and Associates has exceeded our expectations. We not only see increases in health and fitness, and reduction in lost time due to injury, but we also see a significant increase in the overall wellness of our staffs. Much of the success of this program is the result of the trust developed between Advanced Physical Therapy (Traci Tauferner) and the officers and firefighters.

The Wausau Police and Fire Departments request approval of our Sole Source request to continue to contract with Advanced Physical Therapy and Associates. We are confident we will continue to see positive returns on this investment.

Best Regards,

Benjamin K. Bliven  
Chief of Police

Benjamin Bliven  
Chief

Matthew Barnes  
Deputy Chief

Todd Baeten  
Patrol Captain

Benjamin Graham  
Detective Captain



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

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

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

**Ongoing Sole Source – 365 days**                       **One Time Sole Source Request**

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

*All City Management Services has been the contracted provider of crossing guard services to the City of Wausau for the last two years. This sole source request is to have All City Management Services continue to provide this service. The Wausau School District pays 29.75 percent of the total cost.*

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

*All City Management Services will provide crossing guard staff at the assigned locations.*

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

*We are not aware of another provider of this service working in the State of Wisconsin.*

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

*Online searches and discussions with other municipalities in the State of Wisconsin.*

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

*We have been contracting with this organization for two years and increases are reasonable in our labor market.*

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

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

**Department: Wausau Police Department**

**Preparer: Deputy Chief Matthew Barnes**

**Vendor Name: All City Management Services**

**Expected amount of purchase or contract: \$160,425.00**

**Department Head Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Finance Director Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AGENDA ITEM**

Discussion and possible action on Urban Non-Point Source Construction Grant Agreement to convert the Strawberry Fields dry detention pond to a wet pond

**BACKGROUND**

The City has applied for, and has been awarded, partial project funding for the Strawberry Fields Dry to Wet Pond Conversion project. The project will convert an existing dry detention basin located near the cul-de-sac at S. 50<sup>th</sup> Avenue to a wet retention basin. This project will allow greater pollutant capture and assist the city in meeting the TMDL requirements of lowering Total Phosphorous discharge.

**FISCAL IMPACT**

The total grant award is for \$149,000, of which \$103,099 is obligated to construction and \$45,901 is obligated to design services. Total project costs are estimated to be \$470,739.

**STAFF RECOMMENDATION**

Staff recommends approval of the grant agreement.

Staff contact: TJ Niksich 715-261-6748

## CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

---

Date of Meeting: December 8, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Doug Diny, Chad Henke, Lisa Rasmussen, Gary Gisselman

Also Present: Eric Lindman, Allen Wesolowski, TJ Nicksich, Tara Alfonso, Cord Buckner, Lori Wunsch

### **Discussion and possible action on Urban Non-Point Source Construction Grant Agreement to convert the Strawberry Fields dry detention pond to a wet pond**

Nicksich brought this project forward before. We have applied for a grant of up to \$149,000 to reconstruct the pond to help us meet our TMDL requirements. Once the grant is approved, we would go out for RFP for design services in spring of 2023. Design would take place in 2023 with construction in 2024. The total project cost including design is estimated at \$470,000. We have budgeted for design services in 2023.

Henke asked how much this would help with suspended solids. Nicksich said it would help with suspended solids as well as phosphorous reduction; about 5% towards our five-year goal.

Gisselman asked for an explanation and background for the public. Nicksich explained this pond is a dry pond. It collects storm water runoff along 50<sup>th</sup> Avenue. Right now, the pond acts strictly as a volume control / flood control. The water comes into the pond and there is a restrictor plate in the outfall of the pond that stops the flow from freely discharging into the river and possibly flooding downstream. The plan is to make this a wet pond. There will be a consistent body of water, about 5 feet deep, that will act as both flood control and phosphorous removal. Once the stormwater comes into the pond, it will dissipate into the existing body of water and allow the phosphorous and suspended solids to sink to the bottom and remain in the pond rather than discharged into the river. Periodically we will have to drain the pond and dig out the sediments.

Diny asked what construction is required to make this happen. Nicksich said the pond will be made deeper to create the body of water and change the outfall. The pond would be lined with either 2' of clay or a rubber liner.

Henke moved to approve the grant agreement. Diny seconded and the motion carried unanimously 5-0.

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

**RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE & THE FINANCE COMMITTEE**

Approving Urban Nonpoint Source Construction Grant Agreement to Convert the Strawberry Fields Dry Detention Pond to a Wet Pond

Committee Action: CISM Approved 5-0; Finance

Fiscal Impact:

**File Number:**

**Date Introduced:** January 24, 2023

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, the City of Wausau has been awarded partial project funding for the Strawberry Fields Dry to Wet Pond Conversion Project; and

**WHEREAS**, this project will convert an existing dry detention basin located near the cul-de-sac at South 50<sup>th</sup> Avenue to a wet retention basin, which will allow greater pollutant capture and assist the City of Wausau in meeting the TMDL requirements of lowering total phosphorous discharge; and

**WHEREAS**, your Capital Improvements and Street Maintenance Committee discussed the grant agreement at its meeting on December 8, 2022 and recommends approval; and

**WHEREAS**, your Finance Committee discussed the grant agreement at its meeting on January 10, 2023 and recommends approval;

**NOW THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the necessary documents related to the Urban Nonpoint Source Construction Grant Agreement to convert the Strawberry Fields dry detention pond to a wet pond.

**BE IT FURTHER RESOLVED** that the City of Wausau shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Approved:

---

Katie Rosenberg, Mayor





November 15, 2022

► **REQUIRES IMMEDIATE ACTION** ◀  
**Urban NPS & Stormwater Mgmt. Program**  
**Grant# USC37291Y23**  
**Grant Amount: \$149,000.00**

Thomas J. Niksich, Project Engineer  
City of Wausau  
407 Grant St.  
Wausau, WI 54403

Dear Mr. Niksich:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Strawberry Fields Dry to Wet Pond Conversion*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also a number of activities where you must obtain prior departmental review and authorization before proceeding.

You are obligated to submit a final report, using the Department's BMP Implementation Tracking System (BITS), prior to submitting your final reimbursement request for the projects completed under this grant; before and after photographs are a required component for construction projects.

On January 26, 2023, DNR and UW-Madison Division of Extension will hold a grant administration webinar from 1:30 to 3:30 p.m. to provide information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. All grantees receiving CY 2023 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Webinar registration information is included in the email from DNR with your grant agreement.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and evidence that your community has committed the necessary funding for the local share, to [DNRCFANONPOINTGRANTS@wisconsin.gov](mailto:DNRCFANONPOINTGRANTS@wisconsin.gov) by **March 1, 2023**.

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Terry Kafka, at (715) 498-0432. Thank you for your continued cooperation with Wisconsin's Runoff Management Grant Programs.

Sincerely,

  
for Jim Ritchie, Director  
Bureau of Community Financial Assistance

Enclosure(s)

C (e-copy): Terry Kafka, Regional Nonpoint Source Coordinator, DNR West Central Region  
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

## PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USC37291Y23	
Governmental Unit	City of Wausau	
Project Contact Name		
Project Contact Title		
Project Contact Mailing Address		
Project Contact Phone Number (direct):	(    )	Extension:
<b>Project Contact Email Address:</b>		

Address to which reimbursement checks should be sent if different than contact information above:

Name		
Title		
Mailing Address		
Phone Number (direct):	(    )	Extension:
<b>Email Address:</b>		

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:  
[DNRCFANONPOINTGRANTS@wisconsin.gov](mailto:DNRCFANONPOINTGRANTS@wisconsin.gov).

**Notice:** By signing and dating this grant agreement, grantees indicate concurrence with terms of this agreement, authorized under ss. 281.65 and 283, Wis. Stats., and chs. NR 151, 153, 154, and 243, Wis. Adm. Code. Signed agreement must be returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION			
<b>Grant Number</b> USC37291Y23	<b>Grant Award Date</b> November 15, 2022		
<b>Grantee (Unit of Government)</b> City of Wausau			<b>Total Grant Amount</b> \$149,000
<b>Project Name</b> Strawberry Fields Dry to Wet Pond Conversion		<b>Grant Period</b> From January 1, 2023 Through December 31, 2024	
<b>Authorized Government Official</b> Eric Lindman, Director of Public Works		<b>Grantee Contact</b> Thomas J. Nicksich, Project Engineer	
<b>Government Official Address</b> 407 Grant St.		<b>Contact's E-mail Address</b> thomas.nicksich@ci.wausau.wi.us	
<b>City, ZIP Code, County</b> Wausau, 54403, Marathon County		<b>Contact's Telephone Number</b> (715) 261-6748	
<b>Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address</b> Terry Kafka, (715) 498-0432, Terence.Kafka@wisconsin.gov			<b>DNR Region</b> West Central Region

**PART 2. ELIGIBLE COST-SHARE BUDGET DATA**

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line Item Description	State Cost-Share Amount	Cost-Share Percentage
1. CONSTRUCTION	\$103,099.00	31.7%
2. ENGINEERING/DESIGN	\$45,901.00	31.7%
<b>Total Maximum Grant Amount</b>	<b>\$149,000.00</b>	

**PART 3. PURPOSE AND SCOPE**

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for eligible work performed and expenses incurred for the following Best Management Practices consistent with the project budget identified in Part 2 above.

[U6] Urban Practice Design
[U14] Wet Detention Pond

**PART 4. CONDITIONS**

**A. General Conditions**

- A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether

for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.

A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.

A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

A.6. Neither the GRANTEE nor any landowner may adopt any land use or practice that reduces the effectiveness or defeats the purposes of any BMP installed under this agreement.

A.7. The GRANTEE:

1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult [Procurement Guide for Local Governments Receiving DNR Grants](#).
2. Agrees to obtain all necessary and appropriate permits prior to commencement of construction.
3. Shall ensure that DEPARTMENT representatives have access to land on which grant-funded activities are being planned or installed, before, during and after BMP installation.
4. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
7. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
8. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
9. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE

agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

10. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system in compliance with s. NR 155.29, Wis. Adm. Code, and separate from all other GRANTEE activities, for this agreement.
11. Agrees that all consultant and construction contracts must be approved by the DEPARTMENT in order to determine reimbursement eligibility and conformity with practice technical standards and storm water permitting requirements.
12. Agrees that project design must be approved by the DEPARTMENT before construction begins.
13. Shall comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
14. Agrees to obtain prior DEPARTMENT approval before entering into a cost-share agreement with landowners and land operators if the best management practice will be constructed on land not owned by the GRANTEE. The cost-share rate offered to the landowner may not exceed the cost-share percentage specified in Part 2 of this agreement. Such agreements and any agreement amendments shall be recorded with the County Register of Deeds and promptly submitted to the DEPARTMENT's Regional Nonpoint Source Coordinator listed in Part 1 above.
15. Shall not issue funds under this agreement to individuals whose names appear on the statewide support lien docket under s. 49.854(2)(b), Wis. Stats. unless the individuals submit to the provider a payment agreement that has been approved by the county child support agency under s. 59.53(5), Wis. Stats., and that is consistent with rules promulgated under s. 49.858(2)(a), Wis. Stats.
16. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
17. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
18. Agrees to request reimbursement of grant-eligible activities only, as listed in Part 3, for expenses incurred during the grant period specified in Part 1.
19. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator, identified in Part 1 of this agreement, with each request for partial grant reimbursement.
20. Agrees, within 60 days of grant expiration date, to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS), and complete and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
21. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

#### A.8. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that

is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.

2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
3. Shall not reimburse GRANTEE for engineering design costs until installations of associated BMPs have been completed and certified by the GRANTEE as installed in accordance with the grant program standards and specifications of ch. 154, Wis. Admin. Code.
4. Shall not issue final reimbursement to the GRANTEE unless GRANTEE has submitted the Final Report and the Final Report has been approved by the DEPARTMENT Regional Nonpoint Source Coordinator.

## **B. Special Conditions**

- B.1. **Environmental Protection**. The GRANTEE is responsible for following all federal and state regulations for detecting and managing contaminated soils or solid waste encountered during installation of the best management practices funded under this grant. If such materials are encountered, the grantee shall immediately contact the DNR Regional Nonpoint Source Coordinator. The DEPARTMENT may terminate this grant if it determines that installation and operation of the BMP may facilitate movement of hazardous substances to waters of the state.
- B.2. **Natural Heritage Concerns**. If historical/cultural artifacts are unearthed or environmental hazards are discovered during any earth disturbance under this agreement activity, GRANTEE must immediately stop construction activities and notify the DEPARTMENT's Regional Nonpoint Source Coordinator to determine the appropriate response.
- B.3. **Enforcement**. As stipulated in the application for this project noted in Part 1 above, the GRANTEE is responsible for enforcing all local ordinance obligations for construction erosion and post-construction runoff and implementing the storm water local program indicated under the Multiplier section of the application.
- B.4. **Land Acquisition**. This grant authorizes cost-sharing reimbursement, not to exceed the amount in the Land Acquisition budget line and the cost-share percentage set forth in Part 2 above, on the actual eligible purchase price of land required for construction of the best management practice. Value of land for grant purposes is determined by appraisal. Appraisals must be approved by the DEPARTMENT **prior to any acquisition**, and maximum eligible costs are limited to the amount authorized by the DEPARTMENT's appraisal approval letter. See s. NR 155.25, Wis. Adm. Code, for grant-specific land acquisition requirements and "Land Acquisition Guidelines for Local Governments" for uniform land acquisition requirements for all DEPARTMENT grant programs.

**PART 5. INELIGIBLE COSTS**

1. Costs incurred, or work performed, either prior to or after the grant period (page 1, Part 1), unless specifically authorized in the grant *Purpose and Scope* (Part 3).
2. Costs which are inconsistent with the grant application or this grant agreement,
3. Costs related to operation and maintenance of BMPs.
4. Costs specified in s. NR. 155.15(2), Wis. Adm. Code.

FOR THE GRANTEE

By:

\_\_\_\_\_  
Authorized Government Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

FOR THE STATE OF WISCONSIN

By:

*Courne Johnson*  
\_\_\_\_\_  
for Jim Ritchie, Director  
Bureau of Community Financial Assistance

*November 15, 2022*  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
(Printed Name, If Different Than Authorized Government Official on P.1)

**When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project. Alternatively, you may certify that commitment below.**

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the GRANTEE has incorporated the "local share" of funding for the project covered by this grant within the municipal budget or has otherwise made provisions to provide the local share.

\_\_\_\_\_  
Authorized Government Official

\_\_\_\_\_  
Resolution Number Authorizing Expenditure

**JT. RESOLUTION OF AIRPORT COMMITTEE AND  
FINANCE COMMITTEE**

Approval of Termination of Airport Ground Lease with Allan Woldt

Committee Action: Airport Approved  
Finance Approved

Fiscal Impact: Annual lease and tax revenues

**File Number:**

**Date Introduced:**

**RESOLUTION**

**WHEREAS**, on September 26, 2006, the Common Council approved an airport ground lease with Allan Woldt (“Lessee”) which was executed on October 30, 2006; and

**WHEREAS**, the Lessee constructed an airplane hangar (“Hangar”) upon the Premises pursuant to such Lease; and

**WHEREAS**, the Lessee sold and transferred his interest in the Hangar and Premises to Bill Knutson on January 1, 2011; and

**WHEREAS**, Bill Knutson executed a ground lease on April 18, 2011; and

**WHEREAS**, Bill Knutson terminated and transferred his interest in the Hangar and Premises to Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger on March 13, 2018; and

**WHEREAS**, Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger terminated and transferred their interest in the Hangar and Premises to Merchant Property Investment LLC on June 10, 2020; and

**WHEREAS**, the Allan Woldt Lease was never terminated and this Hangar and Premises, as shown above, has changed ownership several times since then; and

**WHEREAS**, the Tenant and the City wish to terminate the Lease upon the terms set forth below so that there is no question that Allan Woldt has no interest in the Hangar and/or Premises.

**WHEREAS**, your Airport Committee, at their December 21, 2022 meeting, approved the termination of the Allan Woldt ground lease with the Lessee; and

**WHEREAS**, your Finance Committee, at their January 10, 2023 meeting, approved the termination of the Allan Woldt ground lease with the Lessee.



**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the termination of the Allan Woldt ground lease with Allan Woldt.

Approved:

---

Katie Rosenberg, Mayor

## TERMINATION OF AIRPORT GROUND LEASE

THIS TERMINATION OF AIRPORT GROUND LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Allan Woldt, P.O. Box 1751, Wausau, Wisconsin 54402 (“Tenant”), and the City of Wausau, Wisconsin, a Wisconsin municipal corporation (“City”), is intended to terminate all rights and obligations of the Tenant and the City with respect to that certain Airport Ground Lease between Tenant and the City of Wausau dated October 30, 2006 (the “Lease”).

### WITNESSETH:

WHEREAS, the Tenant and City entered into an Airport Ground Lease, a copy of which is attached hereto as Exhibit A, with respect to certain real property located at the Wausau Downtown Airport, in Wausau, Wisconsin, as described in an Exhibit to such Airport Ground Lease (“Premises”); and

WHEREAS, the Tenant constructed an airplane hangar (“Hangar”) upon the Premises pursuant to such Lease; and

WHEREAS, the Tenant sold and transferred his interest in the Hangar and Premises to Bill Knutson on January 1, 2011; and

WHEREAS, Bill Knutson executed a ground lease on April 18, 2011; and

WHEREAS, Bill Knutson terminated and transferred his interest in the Hangar and Premises to Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger on March 13, 2018; and

WHEREAS, Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger terminated and transferred their interest in the Hangar and Premises to Merchant Property Investment LLC on June 10, 2020; and

WHEREAS, the Allan Woldt Lease was never terminated and this Hangar and Premises, as shown above, has changed ownership several times since then; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below so that there is no question that Allan Woldt has no interest in the Hangar and/or Premises.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. Tenant and City hereby agree that as of the date written above, Merchant Property Investment LLC is the current tenant of the Hangar and Premises. The City of Wausau Common Council approved the transfer to Merchant Property Investment LLC for the Premises for a twenty year term at \$296.97 per year, with an annual adjustment to reflect the change in the Consumer Price Index from September 30 the previous year. The Allan Woldt Lease shall automatically terminate and be of no further effect. Merchant Property

Investment LLC executed the Ground Lease on June 10, 2020. A copy of which is attached hereto as Exhibit B.

2. Release. Except as otherwise provided herein, Tenant and City expressly forever release and discharge each other, their heirs, administrators, executors, successors and assigns, employees, agents, and representatives (collectively “Released Parties”) from, against, and with respect to any and all liabilities and obligations, claims, demands, actions, or judgments of whatever kind or nature, which either party ever had, now has, or may hereafter have against the Released Parties, arising contemporaneously with, prior to, or following the date of this Termination of Lease Agreement on account of, arising out of, or with respect to the Lease.

3. Governing Law. This Termination shall be governed by and construed under the laws of the State of Wisconsin.

4. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The remainder of this page has been left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused authorized representative to execute and deliver, this Agreement as of the date first set forth above.

\_\_\_\_\_  
Allan Woldt

CITY OF WAUSAU

\_\_\_\_\_  
Katie Rosenberg, Mayor

\_\_\_\_\_  
Kaitlyn Bernarde, City Clerk

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Allan Woldt to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF MARATHON )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Katie Rosenberg, Mayor, and Kaitlyn Bernarde, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

This instrument was drafted by Nathan Miller,  
Assistant City Attorney for the City of Wausau

**JT. RESOLUTION OF AIRPORT COMMITTEE AND  
FINANCE COMMITTEE**

Approval of Termination of Airport Ground Lease with Wynn Jones & Associates

Committee Action: Airport Approved  
Finance Approved

Fiscal Impact: Annual lease and tax revenues

**File Number:**

**Date Introduced:**

**RESOLUTION**

**WHEREAS**, on October 22, 2002, the Common Council approved an airport ground lease with Wynn Jones & Associates (“Lessee”) which was executed on October 28, 2002; and

**WHEREAS**, the Lessee began construction on an airplane hangar (“Hangar”) upon the Premises pursuant to such Lease; and

**WHEREAS**, the Tenant sold and transferred his interest in the Hangar and Premises to Rick Coe, Mike Witzeling, and William Holm in 2003; and

**WHEREAS**, Rick Coe, Mike Wizing, and William Holm executed a ground lease on Aust 22, 2003; and

**WHEREAS**, Rick Coe, Mike Wizing, and William Holm terminated and transferred their interest in the Hangar and Premises to Glenn B. Burt III on February 25, 2015; and

**WHEREAS**, the Wynn Jones & Associates Lease was never terminated and this Hangar and Premises, as shown above, has changed ownership several times since then; and

**WHEREAS**, the Tenant and the City wish to terminate the Lease upon the terms set forth below so that there is no question that Wynn Jones & Associates has no interest in the Hangar and/or Premises.

**WHEREAS**, your Airport Committee, at their December 21, 2022 meeting, approved the termination of the Wynn Jones & Associates ground lease with the Lessee; and

**WHEREAS**, your Finance Committee, at their January 10, 2023 meeting, approved the termination of the Wynn Jones & Associates ground lease with the Lessee.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the termination of the Wynn Jones & Associates ground lease with Wynn Jones & Associates.

Approved:

---

Katie Rosenberg, Mayor

## TERMINATION OF AIRPORT GROUND LEASE

THIS TERMINATION OF AIRPORT GROUND LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Wynn Jones & Associates, 754 Alderson Street, Schofield, Wisconsin 54476 (“Tenant”), and the City of Wausau, Wisconsin, a Wisconsin municipal corporation (“City”), is intended to terminate all rights and obligations of the Tenant and the City with respect to that certain Airport Ground Lease between Tenant and the City of Wausau dated October 28, 2002 (the “Lease”).

### WITNESSETH:

WHEREAS, the Tenant and City entered into an Airport Ground Lease, a copy of which is attached hereto as Exhibit A, with respect to certain real property located at the Wausau Downtown Airport, in Wausau, Wisconsin, as described in an Exhibit to such Airport Ground Lease (“Premises”); and

WHEREAS, the Tenant began construction on an airplane hangar (“Hangar”) upon the Premises pursuant to such Lease; and

WHEREAS, the Tenant sold and transferred his interest in the Hangar and Premises to Rick Coe, Mike Witzeling, and William Holm in 2003; and

WHEREAS, Rick Coe, Mike Wizing, and William Holm executed a ground lease on Aust 22, 2003; and

WHEREAS, Rick Coe, Mike Wizing, and William Holm terminated and transferred their interest in the Hangar and Premises to Glenn B. Burt III on February 25, 2015; and

WHEREAS, the Wynn Jones & Associates Lease was never terminated and this Hangar and Premises, as shown above, has changed ownership several times since then; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below so that there is no question that Wynn Jones & Associates has no interest in the Hangar and/or Premises.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. Tenant and City hereby agree that as of the date written above, Glenn B. Burt III is the current tenant of the Hangar and Premises. The City of Wausau Common Council approved the transfer to Glenn B. Burt III for the Premises for a twenty year term at \$453.53 per year, with an annual adjustment to reflect the change in the Consumer Price Index from September 30 the previous year. The Wynn Jones & Associates Lease shall automatically terminate and be of no further effect. Glenn B. Burt III executed the Ground Lease on December 16, 2014 and an Amendment on May 5, 2015. Copies of which are attached hereto as Exhibit B and C, respectively.

2. Release. Except as otherwise provided herein, Tenant and City expressly forever release and discharge each other, their heirs, administrators, executors, successors and assigns, employees, agents, and representatives (collectively “Released Parties”) from, against, and with respect to any and all liabilities and obligations, claims, demands, actions, or judgments of whatever kind or nature, which either party ever had, now has, or may hereafter have against the Released Parties, arising contemporaneously with, prior to, or following the date of this Termination of Lease Agreement on account of, arising out of, or with respect to the Lease.

3. Governing Law. This Termination shall be governed by and construed under the laws of the State of Wisconsin.

4. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The remainder of this page has been left blank intentionally.



IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused authorized representative to execute and deliver, this Agreement as of the date first set forth above.

\_\_\_\_\_  
Wynn O. Jones II

CITY OF WAUSAU

\_\_\_\_\_  
Katie Rosenberg, Mayor

\_\_\_\_\_  
Kaitlyn Bernarde, City Clerk

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Wynn O. Jones II to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF MARATHON )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Katie Rosenberg, Mayor, and Kaitlyn Bernarde, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

This instrument was drafted by Nathan Miller,  
Assistant City Attorney for the City of Wausau



## Memorandum

**From:** William D. Hebert

**To:** Finance Committee

**Date:** 01/05/2023

**Re:** Village of Weston – Temporary Commercial Electrical Inspections Contract

---

Purpose: To obtain your approval for a contract with the village of Weston to provide commercial electrical inspection services for a period to not exceed 90 days.

Facts / Considerations:

The village of Weston has a vacancy for commercial electrical inspector. The village contacted our office and requested that we provide inspection services for commercial electrical inspections.

Our rate of charge is proposed at \$95 per hour, one hour minimum per inspection. This rate is consistent with our contract for services to Schofield.

Recommendation: Your approval is requested for:

1. Contract with the village of Weston to provide commercial electrical inspections services for a period not to exceed 90 days.

Impact:

The estimated inspections for the next 12 weeks is 20 inspections.

Coordination:

Inspections staff has worked closely Weston Community Development Director Jennifer Higgins.

**Cc:** Katie Rosenberg, Mayor  
Eric Lindman, DPW & Utilities Director

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving contract for residential and commercial electrical inspection services between the City of Wausau and Village of Weston	
Committee Action:	Pending
Fiscal Impact:	Potential revenue of \$1,900 based on actual number of inspections and required time
<b>File Number:</b>	15-1208
<b>Date Introduced:</b>	January 10, 2023

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

**RESOLUTION**

**WHEREAS**, the Village of Weston would like to contract with the City of Wausau for performing residential and commercial electrical inspection services for Weston for the period January 1, 2023 through April 1, 2023; and

**WHEREAS**, your Finance Committee, at their January 10, 2023 meeting, discussed and recommended entering into a contract with the Village of Weston for residential and commercial electrical inspection services for the period January 1, 2023 through April 1, 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a contract for inspection services between the City of Wausau and Village of Weston in substantially the same form as that attached hereto.

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor

# CONTRACT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this \_\_\_\_ day of January, 2023, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WAUSAU" and the VILLAGE OF WESTON, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WESTON":

WITNESSETH:

WHEREAS, WAUSAU presently operates a Zoning and Inspection Division of the Department of Public Works and Utilities and employs properly credentialed inspectors; and

WHEREAS, WAUSAU acknowledges that pursuant to Sections 62.17 of the Wisconsin Statutes that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, WESTON acknowledges that pursuant to Sections 61.34, 61.35 and 62.23 of the Wisconsin Statutes that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, WESTON desires to utilize, for its village, WAUSAU's residential and commercial electrical inspection services, and WAUSAU agrees to provide residential and commercial construction inspection services to WESTON all upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM. WAUSAU shall provide the following residential and commercial electrical inspection services within the corporate boundaries of WESTON from January 1, 2023 to April 1, 2023. This contract shall not automatically renew.
2. SCOPE. Subject to the provisions hereinafter contained in this contract, WAUSAU shall provide, upon request, inspection services during all phases of residential and commercial electrical construction to WESTON, and the service shall be provided to any person or entity within WESTON needing such inspection service.
3. FEES. WAUSAU shall be paid at \$95 per hour with a one-hour minimum by the following means:
  - A) A contractor and/or individual engaging in residential or commercial electrical construction within the Village of Weston shall obtain a zoning certificate and building permit from the Village of Weston;
  - B) WESTON will schedule inspection times in cooperation with WAUSAU;

- C) WAUSAU shall then perform and issue a final inspection, and forward the report of such inspection to WESTON.
4. TERMINATION. WAUSAU or WESTON shall each have the option at any time during the term of this contract to terminate this contract upon sixty (60) days' written notice to the other party.
  5. HOLD HARMLESS. WAUSAU agrees to defend, hold harmless, indemnify, release and forever discharge WESTON from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon WESTON, as the result of and/or due to WAUSAU's inspection operations which are the subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the foregoing as are due, and to the extent due, to the sole negligence or intentional act of WESTON or its employees; and specifically included within this hold harmless are attorneys fees and other costs of defense which may be sustained by and/or occasioned to WESTON and/or any of WESTON's employees, agents, officers and designees, whether appointed, hired or elected.
  6. NOTICE. Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403-4783, and in the case of WESTON, to the Clerk of the Village of Weston, 5500 Schofield Avenue, Weston, Wisconsin, 54476.

IN WITNESS WHEREOF, this contract has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

\_\_\_\_\_  
Katie Rosenberg, Mayor

\_\_\_\_\_  
Kaitlyn A. Bernarde, Clerk

VILLAGE OF WESTON BY:

\_\_\_\_\_  
Keith Donner, Administrator

\_\_\_\_\_  
Pamela Brehn, Clerk