

OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	FINANCE COMMITTEE
Date/Time:	Tuesday, March 14, 2023 at 5:15 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): (2/28/23)
- 2 Discussion and possible action regarding ARPA funding requests and related budget modification
- 3 Discussion and approval of 2023 Community Development Block Grant program year
- 4 Discussion and possible action regarding claim for recovery of unlawful tax Achieve Center, Inc. (528 N. 28th Avenue)
- 5 Discussion and possible action regarding claim for recovery of unlawful tax Roaring Fork LLC (2205 Stewart Avenue #400)
- 6 Discussion and possible action on Fourth Amendment to Advanced Physical Therapy and Sports Medicine, S.C. On-Site Health Services Agreement
- 7 Discussion and possible action on renewal of parking lot lease with Colonial Property 4, LLC (Grant & 3rd Streets)
- 8 Discussion an possible action regarding budget modification for city wide Janitorial Services
- 9 Discussion and possible action approving the carry over of project funds for the Scott Street Bridge Fencing project
- 10 Discussion and possible action on Proceeding with City Owned Hangar #3 Door Replacement Project as Sponsor Only Funded Project Administered by Wisconsin Bureau of Aeronautics with 90% of Project Costs Anticipated to be Reimbursed with Bipartisan Infrastructure Law (BIL) Funding in 2023. Estimated Project Cost is \$450,000
- 11 Discussion and possible action on sole source request environmental services GHD Superfund site and Holz Krause
- 12 Discussion and possible action regarding budget modification for fuel tank upgrade for Metro Ride
- 13 Discussion and possible action approving two appraisals for the Stewart Avenue, S. 72nd Ave to S. 48th Avenue street project f parcel 38 (5512 Stewart Ave) and parcel 46 (5108 Stewart Ave)

CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargainin reasons require a closed session regarding approving two appraisals for the Stewart Avenue, S. 72nd Ave to S. 48th Avenue street project for parcel 38 (5512 Stewart Ave) and parcel 46 (5108 Stewart Ave)

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 wh does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with "Finance Committee public comment" in the subject line pric 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 3/10/23 at 3:30 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) 261-6622 or <u>ADAServices@ci.wausau.wi.us</u> 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.

FINANCE COMMITTEE

Date and Time: Tuesday, February 28, 2023 @ 5:30 pm., Council Chambers Members Present: Lisa Rasmussen, Michael Martens, Doug Diny, Carol Lukens, Sarah Watson Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Jeremy Kopp, Megan Neuman, Allen Wesolowski, Dustin Kraege, 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): (2/14/23)

Motion by Diny, second by Watson to approve the minutes. Motion carried 5-0.

Discussion and possible action regarding ARPA funding requests and related budget modification

Lisa Rasmussen stated the items that were ranked for this meeting were to recapitalize funds for lead service line abatement and for the Council Chambers modernization of equipment. She indicated the average ranking for the lead service line was 75 and the Council Chambers equipment ranked 53. Maryanne Groat noted it was \$500,000 for lead abatement and \$40,000 for the Council Chambers.

Sarah Watson commented she saw value with both projects but wanted to put the Council Chambers equipment on the back burner for now. Rasmussen stated this project has been on CIP before for scoring but did not get funded last year; CIP happens again in July, and it could be brought back then. Michael Martens stated the big concern with the modernization was to get the orders in place because parts availability is still tight, but he was okay with waiting until CIP or available from surplus or other project savings because he wasn't sure it fits the mission for ARPA.

Motion by Martens, second by Lukens to fund the Lead Service Line Abatement project and hold on the Council Chambers modernization. Motion carried 5-0.

Discussion and possible action regarding a change to the allocation of ARPA funds from Catholic Charities to Open Door and related budget modification

Rasmussen reviewed that Finance and Council approved a 365 day per year night shelter and day center with ARPA funds to assist our unhoused population. The Police Department and our homeless advocates were working with Catholic Charities to find a way to provide those services. The night shelter was already in existence, but the day center is new and requires some work to get it up and running. In trying to roll this out a little faster it became apparent that Open Door is already conducting some day center work during extreme weather and have a core of volunteers to help. The discussion began regarding a subrecipient agreement for Catholic Charities to contract the day center obligations out to Open Door.

Police Chief Ben Bliven stated Catholic Charities indicated they have the ability to hire someone part-time, 10-20 hours per week, to oversee the administrative piece of that with Open Door. He felt it was fair to say this would be a large change in the organizational structure of Open Door. He stated the request from Catholic Charities is for a total of \$50,000, for that position which is \$25,000 for 2023 and \$25,000 for 20224. The Open Door piece of it would be for the programming and staffing for the day center. He noted Open Door has been in existence for over a decade and their initial mission was to be ready and open for people as they are being released from incarceration. The total amount of the Open Door request is approximately \$239,000 for 2023 and 2024.

Motion by Watson, second by Lukens to approve the change to the ARPA allocation and related budget modification. Motion carried 5-0.

Discussion and possible action regarding budget modification for fuel tank upgrade for Metro Ride

Rasmussen explained the project was previously approved to do some replacement and subsequently they found there were proprietary pipes and fittings, pandemic parts delays and all sorts of issues. The project ended up being more expensive than what was originally estimated.

Maryanne Groat indicated she received an email from Greg Seubert just before his retirement with a project update. There is a shortfall on the project; there were two invoices dated October 2022 that remain unpaid. It was her understanding the project is complete except for a couple small changes. She stated the funding would come from Transit reserves.

Doug Diny was concerned about how this happened when back in June the process was sole sourced to Northwest Petroleum. He questioned if there should have been an RFP spelling out exactly what was to be done or if there was a miscommunication or vendor not coming through. Do we cancel the old PO and issue a new one or put in a change order? He had other questions and indicated he did not feel he had enough information to approve this. *Discussion continued*. https://www.youtube.com/watch?v=iVBL0Z8b5Ds

Diny requested postponing acting until they had some answers. The consensus was to wait to act until the March 14th meeting.

<u>Discussion and possible action on Joint Powers Agreement with Marathon County regarding E911/NG-911</u> <u>System</u>

Rasmussen stated this is a standard renewal of a contract that has been reviewed by the legal department.

Motion by Martens, second by Diny to approve. Motion carried 5-0.

Discussion and possible action on sole source request to upfit four 2023 police squad vehicles (Belco Vehicle Solutions)

Solomon King, Motor Pool, explained the vehicles were advance ordered in October 2021 for 2022, but he received notice at the beginning of this year those vehicles were canceled. He indicated he met with the Police Department and found other alternatives and purchased the squads through state contract and now we need to upfit them. He noted this upfit through Belco was previously approved, it just needs to be reapplied to these vehicles.

Motion by Lukens, second by Diny to approve the sole source request to upfit the 2023 police squad vehicles. Motion carried 5-0.

Discussion and possible action on sole source request to purchase 12 portable radios w/accessories (Northway Communications)

Rasmussen explained this request is from the Fire Department for radios for the newly hired firefighters. She pointed out it is the same vendor that provides local service on the radios, which is important.

Motion by Martens, second by Watson to approve the sole source request. Motion carried 5-0.

Discussion and possible action on sole source request for Transit Cummins engines

Motion by Diny, second by Lukens to approve the request. Motion carried 5-0.

Discussion and possible action regarding on approving Nominal Payment Parcel Reports for the Stewart Avenue, S. 72nd Avenue to S. 48th Avenue street project for the following properties: (see attachment) *No open session discussion.*

CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding approving Nominal Payment Parcel Reports for the Stewart Avenue, S. 72nd Avenue to S. 48th Avenue street project for the following properties: (see attachment)

Motion by Watson, second by Lukens to convene in Closed Session. Roll Call Vote – Ayes: Diny, Martens, Lukens, Watson, and Rasmussen. Motion carried unanimously.

Closed Session convened in the Maple Room.

<u>Adjourn</u>

Meeting adjourned in Closed Session at 6:16 pm.

Department of Public Works



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

TO:	Finance
FROM:	Eric Lindman, P.E. Director of Public Works & Utilities
DATE:	March 14, 2023
SUBJECT:	ARPA Fund Request - Corrosion Control Treatment (CCT) Optimization Study

Attached is an amendment to the WDNR required CCT Optimization Study. We have been directed by the WDNR to prepare 3-separate sets of lead line pipe loops to begin the corrosion control data collection portion of the study. The amended scope of services is primarily to purchase the required number of loop systems to begin the study. There is additional engineering time due to the extended timeline of the project and for the engineers to complete data analysis and review. The original contract was \$261,740 and this amendment to the contract is an increase of \$177,501 for a total of \$439,241.

In addition to the contracted services there will be an extensive testing schedule for the numerous pipe loops and the estimated testing costs, using in-house employees, is \$170,000 just for lab and analytics.

The original work was funded out of ARPA and staff is requesting consideration to use ARPA to fund the proposed additional required work to complete this study.

		CITY OF AMERICAN RESCUE PLA Water Sewer and Broa	N - S	SLFRF APPI					
syst for * Se *W *Br	tems, treatment of se broad band investme ewage and Stormwat ater projects must be oad band infrastructu	band infrastructure this category is available to add ewage and stormwater along with resiliency measure ent and cybersecurity investments. Common examp er projects must be eligible under the EPA's Clean W e eligible under the EPA's Drinking Water State Revo ure must respond to lack of reliable service or afford ent and modernization is eligible to new or existing in	es to les w /ater lving lable	adapt to clima ould include: State Revolvir Fund service	ate change. In addition the funds may be used				
Projec	t Title	Co	rrosio	n Control Optim	ization Study				
Depar	tment	DPWU		Contact Name:	Eric Lindman				
Priorit	ty 1-6 (low-high)	6 - Mandatory							
	6=Emergency, 5=Urgent,	4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority							
		Project Type (Ch	eck al	l that apply)					
	Sewage Infrastructure			Broadband Infrastru	cture				
	Stormwater Infrastructure			Cybersecurity Inves	tment				
Х	Water Infrastructure			-					
2024. compl X X Lead s leachi	X Water Infrastructure PROJECT DESCRIPTION PROJECT DESCRIPTION Provide a description of the project, purchase or service attach additional information if needed As requred by the WDNR, the utility has been working on a Corrosion Control Optimization Study. This amendmend adds in the additonal cost of purchasing and commissioning the lead line service oops required to complete the data collection and final reporting. Due to the delays int he water treatment facility being placed online the CCT Study needs to be extended significantly to the end of 2024. There are two separate funding requests: one is for the contracted services with CDM Smith and the other is the estimated testing costs to complete the data collection; the testing costs will be completed in-house using city staff so we are requesting lab and analytical costs. WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY X Addresses critical health or safety hazard.								
Desc	ribe how project deferr	IMPACT ON DEFERRED IM al will impact future asset maintenance, economic growth			fficiency or effectiveness, quality of life, safety, financing or other				
2000	project delett	•	ues.						
This is	s a required project by the U	JSEPA and WDNR, deferral is not an option. RETURN ON		STMENT					
		efits, cost savings or payback of the capital project such a	s gran efits	nt funding, cost	avoidance, future debt avoidance or operational cost or income				

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - FINANCIAL DETAIL

				DPWU								
ONE TIME EXPENSE	2	022		2023		2024		2025		2026		Total
Planning /Design												-
LandAcquisition												-
Engineering Study & Data Collection				177,501								177,50
Lead Testing and Lab Analysis				170,000								170,000
Other(Describe)												-
Total Costs	\$	-	\$	347,501	\$	-	\$	-	\$	-	\$	347,50
FUNDING SOURCES												
ARPA Funding												-
Donations												-
User Fees												-
Debt Issuance												-
Other Grant Income												-
Other (Describe)												-
Total Sources	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Shortfall	\$	_	\$	347,501	\$	_	\$	-	\$	-	\$	347,50
ONGOING NEW OPERATIONAL EXP	2	022		2023		2024		2025		2026		Total
Staff Costs				2020		202.		2020		2020		-
Contractual Services												-
Supplies/Materials												-
Maintenance												_
Other (Describe)												_
Total Costs	\$	_	\$	-	\$	-	\$	-	\$	-	\$	-
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FUNDING SOURCES												
FUNDING SOURCES ARPA Funding												-
FUNDING SOURCES ARPA Funding Donations												-
<u>FUNDING SOURCES</u> ARPA Funding Donations User Fees												- -
<u>FUNDING SOURCES</u> ARPA Funding Donations User Fees Other Grant Income												- - -
FUNDING SOURCES ARPA Funding Donations User Fees Other Grant Income Other (Describe)												- - -
<u>FUNDING SOURCES</u> ARPA Funding Donations User Fees Other Grant Income	\$		\$		\$	-	\$	-	\$	-	\$	- - - - -
FUNDING SOURCES ARPA Funding Donations User Fees Other Grant Income Other (Describe)			<u>\$</u>		\$	-	<u>\$</u> \$		\$		\$	- - - - -
FUNDING SOURCESARPA FundingDonationsUser FeesOther Grant IncomeOther (Describe)Total Funding Sources						-						- - - - - -

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - CALENDAR

DPWU

	TIME	FRAM	ME (St	art/En	ıd by N	/Ionth)						
YEAR 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Planning/ Design/Recruiting												
Task: RFP/ RFQ/ Bid/ Award												
Task: Contract Execution												
Task: Construction												
Task:												
Task:												
Task:												
Task:												
	TIME FRAME (Start/End Dates by Month)											
YEAR 2023	Jan		Mar				Jul	Aug	Sep	Oct	Nov	Dec
Task: Planning/ Design/Recruiting				-								
Task: RFP/ RFQ/ Bid/ Award												
Task: Contract Execution												
Task: Contract Execution Task: Construction												
Task: Construction												
Task:												
Task:												
Task:												
I dok.	TIME	FRAM	ME (St	ort/En	d Date	e hv N	(onth)					
YEAR 2024 <i>funds must be obligated by 12/31/2024</i>	Jan	Feb			May	-	Jul	Aug	Sep	Oct	Nov	Dec
Task: Planning/ Design/Recruiting												
Task: RFP/ RFQ/ Bid/ Award												
Task: Contract Execution												
Task: Construction												
Task:												
Task:												
Task:												
Task:												
	TIME	FRAM	ME (St	art/En	d Date	es by N	/onth)					
YEAR 2025	Jan		Mar			-	Jul	Aug	Sep	Oct	Nov	Dec
Task: Planning/ Design/Recruiting												
Task: RFP/ RFQ/ Bid/ Award												
Task: Contract Execution												
Task: Construction												
Task:												
Task:												
Task:												
Task:												
	TIME	FRAM	MF (S1	art/En	d Date	es by N	(onth)		I			
YEAR 2026	Jan		Mar			-	Jul	Aug	Sep	Oct	Nov	Dec
Task: Planning/ Design/Recruiting				P'1	July		1	5	P			1.00
Task: RFP/ RFQ/ Bid/ Award	1											
Task: Contract Execution												
Task: Construction												
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Task: Task:												
1 438.	1											

AMENDMENT NO: 1 TO AGREEMENT BETWEEN OWNER AND ENGINEER

This Amendment No: 1 is made and entered into this 14th day of February, 2023 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Wausau ("OWNER") dated April 26, 2022, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Wausau Water Works Corrosion Control Study, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

1. CDM Smith will furnish three pipe loop sampling skids that will be used for water sampling and testing associated with the corrosion control study. CDM Smith will provide 80 hours of engineering services for coordination and labor associated with pipeloop startup.

2. This contract duration will extend beyond the initial agreement's expiration date of March 22, 2023. Additional cost will be incurred due to anual salary escallation during the extended duration of the project.

3. Amendment is based on three pipe loops. If additional pipe loops are required by WDNR or the City, an amendment will be required to cover the additional cost.

- 2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:
 - 1. Provide a secure a location to receive a delivery of the pipe loop sampling skids.
 - 2. Harvesting of lead service lines is assumed to be done by the City.

3. City will provide connections for power, water and drainage to the pipe loop area. City will make final connections to the pipe loops.

- 4. Chemicals for pipe loops will be purchased by the City.
- 5. All lab costs associated with this study are the responsibility of the City.
- 3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

The initial agreement is set to expire on March 22, 2023. This amendment extends the contract duration to March 22, 2024.

12/27/2011

- 4. The payment for services rendered by ENGINEER shall be as set forth below:
 - Item 1 Additional Cost due to extended duration of project \$10,715
 - Item 2 Fabrication and delivery of pipe loops \$133,386
 - Item 3 Pipe loop coordination and startup \$19,000
 - Item 4 Additional data review and evaluation \$14,400

This amendment authorizes an increase of \$177,501 to the total contract. The total amount for this project is changed from \$261,740 to \$439,241.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

Bostin ÉNGINEER

DATE: February 14, 2023

OWNER

DATE:

CITY OF WAUSAU AMERICAN RESCUE PLAN - SLFRF APPLICATION REPLACING LOST PUBLIC SECTOR REVENUE SPENDING ON GOVERNMENT SERVICES

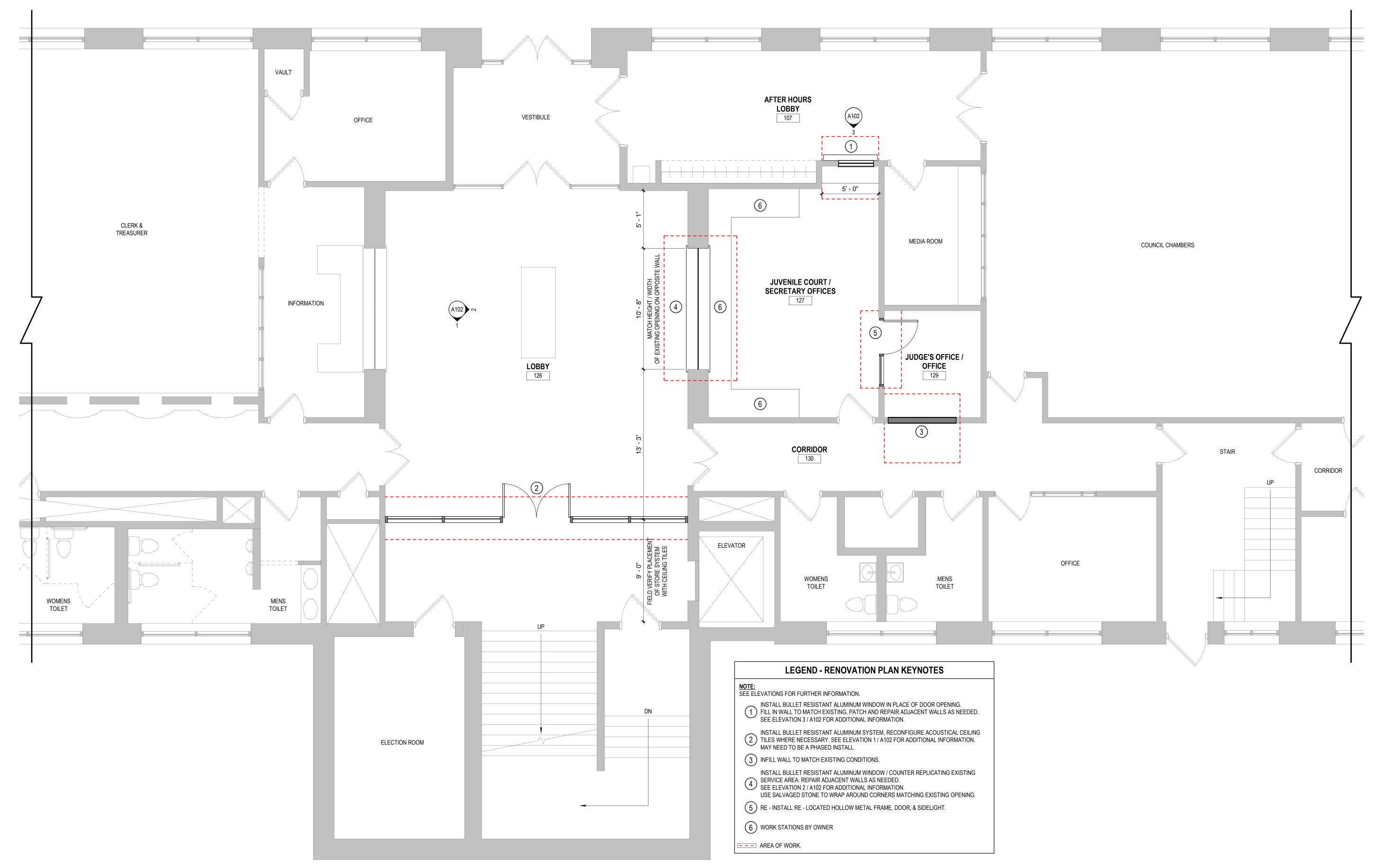
SPENDING ON GOVERNMENT SERVICES										
Government Services include <i>any</i> service traditionally provided by a government. Common examples would include: *Road building and maintenance and other infrastructure *Construction of government buildings *General government administration and staff *Provision of police, fire, and other public safety including purchase of fire trucks and police vehicles *Environmental remediation										
Project Title		Cit	y Hall Entrance S	Security						
	Department DPWU Contact Name: Eric Lindman									
Priority 1-6 (low-high) 6										
6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority										
Project Type (Check all that apply)										
X One Time Expense Ongoing Operational Expenses										
	PROJECT D	DESCR	IPTION							
	Provide a description of the project, purchase of			itional information if needed najority of City Hall once citizens enter the main lobby. A transparent glas						
	v created in this area. All of the glass will be bullet resistant to crea			vided directly to the lobby. The door to the Birch Roomfrom the vestibule staff while still providing a lhigh level of service to the public. Plans and						
X Addresses critical health or s	PROJECT PURPOSES: (Cl afety hazard.	heck al	I statements the Serves to eliminate							
Provides developed area with	h a comparable level of city services or facilities.		Encourages econo	omic development						
X Maintains or enhances system Provides new service, facility	ns that support existing city services.		-	alization, community aesthetics, or historic preservation habilitation, replacement or new construction.						
Expands existing service into			This project was id	identified and deferred on prior years capital/operating budget t quality of life in terms of recreational activities, personal enrichment or living						
Supports a revenue generatir			Increases FTE's w	vithin the department						
X Contributes to a safe commu	nity PROJECT OR PURCI	IL OF	Other							
Over the past few years there have recently an individual had to be re	e been a few vagrant and hostile individuals roaming through City emoved by the PD as he was hiding under a table on the 3rd floor o mitigate the threats and harm to city staff should anything happen	Hall. T of City F	here have been ind Iall. There has be	ting potential that justifies the project, purchase or acquisition neidences where individuals have been found living in the basement and mo even an increase throughout the nation of random acts of vilolence and this aff is forward facing to the public everyday serving the needs of the public a						
	IMPACT ON DEFERRED IM	PLEM	ENTATION/P	PURCHASE						
1 0	ral will impact future asset maintenance, economic growth iss	h, qual sues.	ity of service, e	efficiency or effectiveness, quality of life, safety, financing or othe						
areas as they are for employees or	, , , ,	City Ha		cessible to the public as there is no need for the public to access many of the sis a recurring discussion. This project will create safegaurds, physical						
Describe the financial be				t avoidance, future debt avoidance or operational cost or income						
This project has been discussed o environment for all city employee		RPA is	the best option. T	The return on investment is a significantly more safe and secure work						

LOSS REVENUE - SPENDING ON GOVERNMENT SERVICES - FINANCIAL DETAIL

		CI	ty IIai			curity						
ONE TIME EXPENSE		2022		2023		2024		2025		2026		Total
Planning /Design												_
LandAcquisition				1 (2 722								-
Construction/Maintenance				163,732								163,732
Contingencies				19,648								19,648
Other(Describe)	<u></u>		¢	102 200	¢		¢		¢		¢	-
Total Costs	\$	•	- \$	183,380	\$	-	\$	-	\$	-	\$	183,380
FUNDING SOURCES												
ARPA Funding												-
Donations												-
User Fees												-
Debt Issuance												-
Other Grant Income												-
Other (Describe)												-
Total Sources	\$		- \$	-	\$	-	\$	-	\$	-	\$	-
Shortfall	\$		- \$	183,380	\$	-	\$	-	\$	-	\$	183,380
ONGOING NEW OPERATIONA	AL EXP	2022		2023		2024		2025		2026		Total
Staff Costs												-
Contractual Services												-
Supplies/Materials												-
Maintenance												-
Other (Describe)												
Total Costs	\$		- \$	-	\$	-	\$	-	\$	-	\$	-
FUNDING SOURCES												
ARPA Funding				183,380								183,380
Donations)								-
User Fees												-
Other Grant Income												-
Other (Describe)												-
Total Funding Sources	\$		- \$	183,380	\$	-	\$	-	\$	-	\$	183,380
G1			¢	(102 200)	٠. •		¢		٩		¢	(102.200)
Shortfall	<u> </u>		- \$	(183,380) \$	-	\$	-	\$	-	\$	(183,380)
IDENTIFY ONGOING F	TINDING SOUL	CE EOI	2 NFW	OPERATI	ONA	I FYPFN	SES AI	FTFR TI	IF AR	PA CRA	NT PF	BIOD
		ACE FUI		ULLAII	UNA	L LAI LIV	SES AI		IL AN	I A GNA		
DESCRIBE	E EVENTS OR C	CIRCUM	STAN	CES THAT	WOU	ULD PREV	VENT (COSTS F	FROM	BEING		
OBLIGATED BY DECE	MBER 31, 2024	AND EX	KPEND	ED BY DE	CEM	BER 31, 2	026 atta	ach addit	tional i	nformati	on if n	eeded
1												

LOSS REVENUE - SPENDING ON GOVERNMENT SERVICES - CALENDAR City Hall Entrance Security

	TIME	FRAM	ME (St	tart/En	d by N	/onth)							
YEAR 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task: Planning/ Design/Recruiting													
Task: RFP/ RFQ/ Bid/ Award													
Task: Contract Execution													
Task: Construction													
Task:													
Task:													
Task:													
Task:													
	TIME FRAME (Start/End Dates by Month)												
YEAR 2023	Jan				May	-	Jul	Aug	Sep	Oct	Nov	Dec	
Task: Planning/ Design/Recruiting													
Task: RFP/ RFQ/ Bid/ Award													
Task: Contract Execution													
Task: Construction													
Task:													
Task:													
Task:													
Task:													
	TIME FRAME (Start/End Dates by Month)												
YEAR 2024 <i>funds must be obligated by 12/31/2024</i>	Jan				May		Jul	Aug	Sep	Oct	Nov	Dec	
Task: Planning/ Design/Recruiting													
Task: RFP/ RFQ/ Bid/ Award													
Task: Contract Execution													
Task: Construction													
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	TIME	FRAM	ME (Si	tart/En	d Date	es by N	/onth)						
YEAR 2025	Jan	Feb		Apr		Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task: Planning/ Design/Recruiting				-				Ū					
Task: RFP/ RFQ/ Bid/ Award													
Task: Contract Execution													
Task: Construction													
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i usk.	TIME	FRAM	ME (St	tart/En	d Date	es hv N	(Ionth)						
YEAR 2026	Jan				May		Jul	Aug	Sep	Oct	Nov	Dec	
Task: Planning/ Design/Recruiting	Juli	100	wiai	rpr	may	Juli	541	Tug	зер	000	1101	Dee	
Task: RFP/ RFQ/ Bid/ Award	1												
Task: Contract Execution													
Task: Construction													
Task:													
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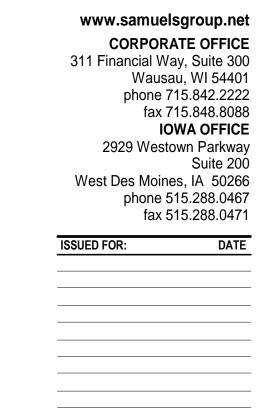


1 **IST FLOOR RENOVATION PLAN** 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION







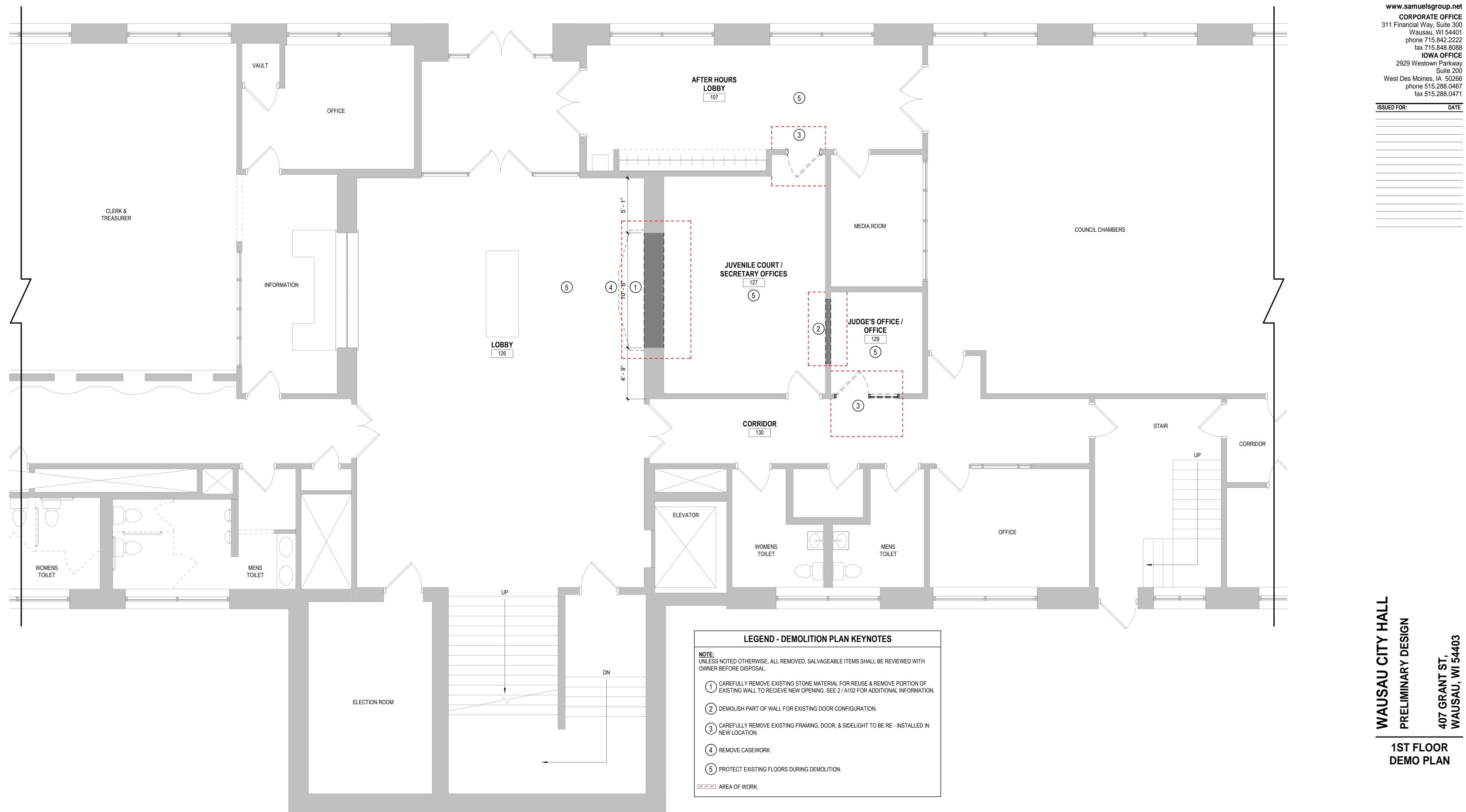
1ST FLOOR RENOVATION PLAN

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1 1ST FLOOR DEMO PLAN A101 1/4" = 1'-0"



PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION



IOWA OFFICE

Suite 200

DATE

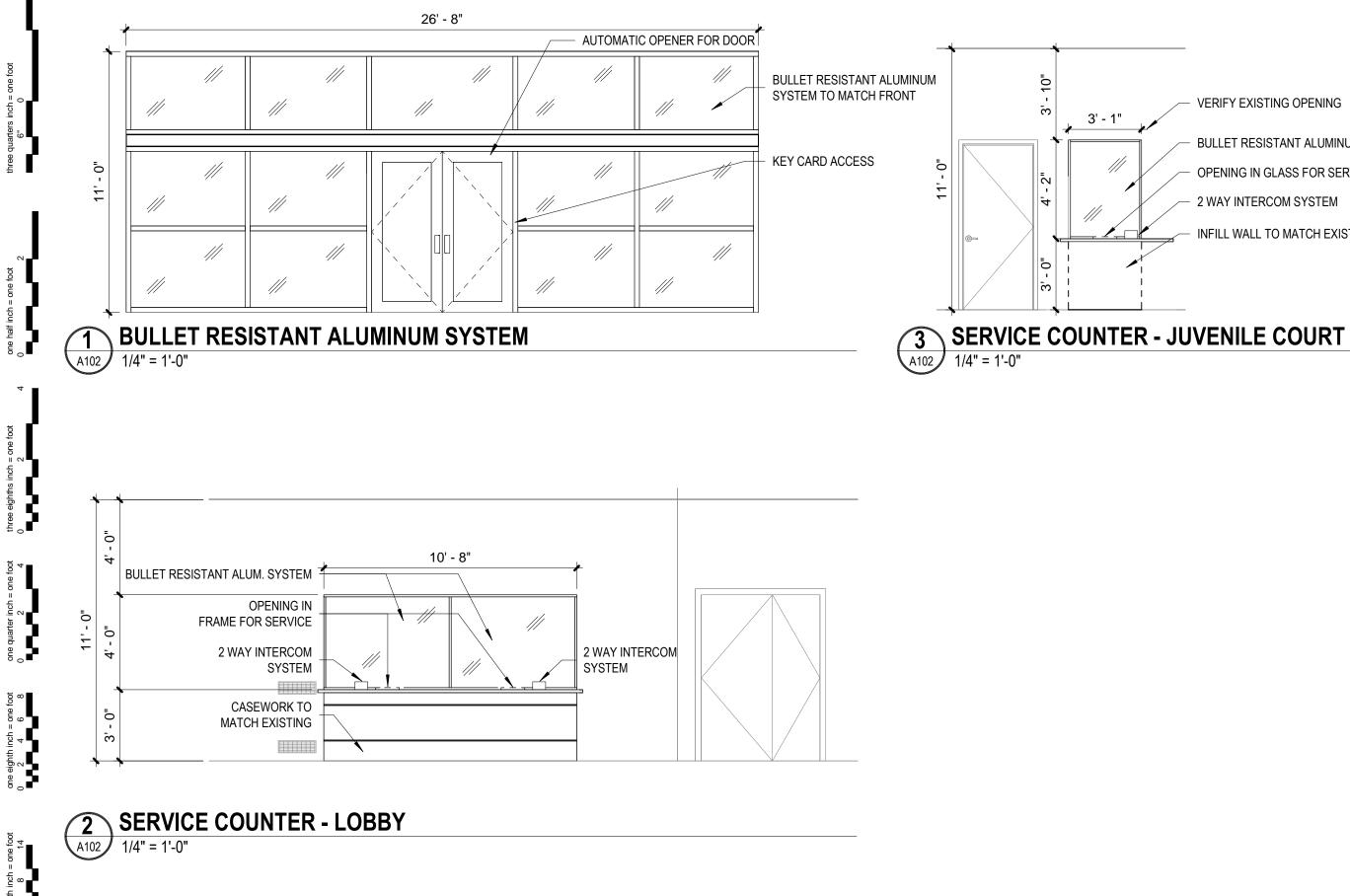
407 GRANT ST, WAUSAU, WI 54⁄ **1ST FLOOR**

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A101

DEMO PLAN



foot

one

= one foot

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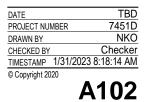
www.samuelsgroup.net CORPORATE OFFICE 311 Financial Way, Suite 300 Wausau, WI 54401 phone 715.842.2222 fax 715.848.8088 IOWA OFFICE 2929 Westown Parkway Suite 200 West Des Moines, IA 50266 phone 515.288.0467 fax 515.288.0471

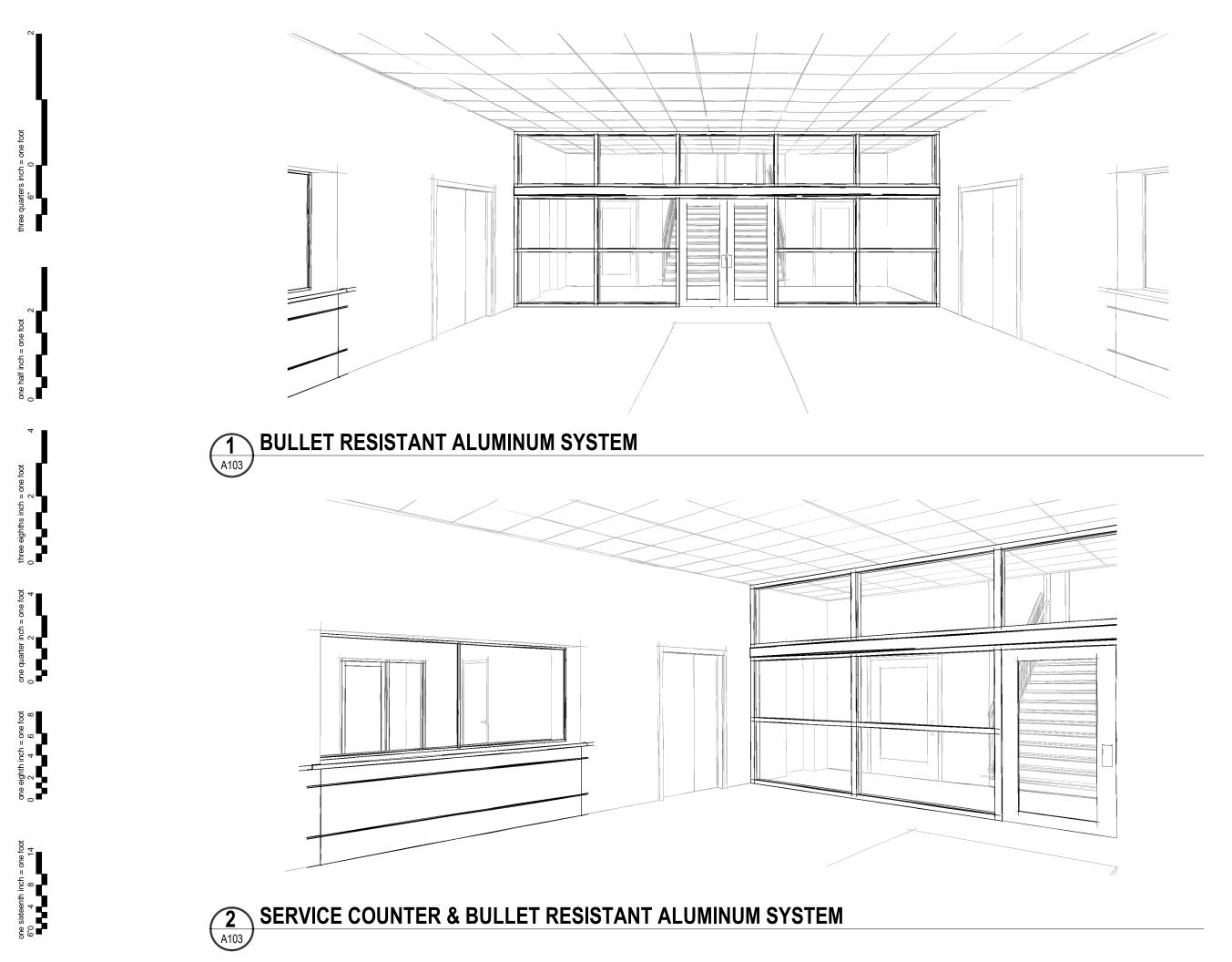
ISSUED FOR: DATE

VERIFY EXISTING OPENING

- BULLET RESISTANT ALUMINUM SYSTEM
- OPENING IN GLASS FOR SERVICE
- 2 WAY INTERCOM SYSTEM
- INFILL WALL TO MATCH EXISTING









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PRELIMINARY INTERIOR RENDERING

foot





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ISSUED FOR: DATE

WAUSAU CITY HALL PRELIMINARY DESIGN 407 GRANT ST, WAUSAU, WI 54403

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A104

Spreadsheet Report Wausau City Hall - Security Upgrades

 Project name
 Wausau City Hall - Security Upgrades

 Labor rate table
 SAMUELSGROUP2021A

Report format Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons The Samuels Group

Spreadsheet Report Wausau City Hall - Security Upgrades

Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount
100.00		GENERAL REQUIREMENTS					-4
100.00	1101.00	Superintendent					
		Superintendent	4.00 week	7,808	<u>-</u>		-
		Superintendent		7,808			
	1141.00	Project Manager					
		Project Manager	4.00 week	2,603			
		Project Manager		2,603			
	1144.00	Project Administrator					
	1144.00	Project Administrator	4.00 week	991			
		Project Administrator	4.00 Wook	991			-
	1325.00	Mobilization					
		Project Mobilization/Demobilization	1.00 each	1,301	170		
		Mobilization		1,301	170		
	4544.00						
	1511.00	Temp - Utilities Cell Phone	1.00 mg		113		
		Temp - Utilities	1.00 mo	-	113		-
		Temp - Onnies			113		
	1531.00	Temp - Fence					
		Temp Fence Allowance	Inft				
	1590.10	Consumables					
		Consumables	1.00 Isum	-	849		-
		Consumables		=	849		
	1601.00	Tools & Equipment					
		Oil & Gas	1.00 mnth		1,018		-
		Tools and Construction Equipment	1.00 mnth	-			
		Truck & Haul Equipment	1.00 mnth _	•_		646	
		Tools & Equipment			1,018	64	6
	1603.00	Jobsite Vehicles					
	1003.00	Pickup Truck	1.00 mnth	-	-		-
		Jobsite Vehicles					
	1705.00	Clean Up - Current					
		Rent Dumpster	1.00 mnth	-	-		
		Clean Up - Current					
	1711.00	Clean Up - Final					
	1711.00	Final Cleanup	1,500.00 sqft			80	7
		Clean Up - Final	1,000.00 041		-	80	-
		GENERAL REQUIREMENTS		12,703	2,150	1,453	3
2050.00		DEMOLITION					
	2050.01	Demolition Equipment					
		Demolition Equipment	0.25 mnth	-	-		
		Demolition Equipment					
	2050.02	Temporary Protection					
		Dust Partitions, Up & Down - Service Desk	55.00 Inft	1,148	0		-
		Dust Partitions, Up & Down - New Security Glazing	54.00 Inft	1,127	0		-
		Dust Partitions, Up & Down - Judge's Office	20.00 Inft	417	0		-
		Dust Partitions, Up & Down - After Hours Lobby Window	16.00 Inft	334	0		
		Hepa Filter Units	1.00 each	-	-		-
		Filters For Hepa Units	1.00 each	-	-		-
		Fans For Demolition	1.00 ls	-	-		
		Floor Protection	1,360.00 sqft	473	693		
		Temporary Protection		3,500	693		
	2050.03	Disposal of Debris					
		Daily Cleanup	4.00 week	2,087	91		-
		Wheel and Haul Demolition Debris	1.00 ls	5,009	-		-
		Disposal of Debris		7,097	91		-
	2070.00	Miscellaneous Demolition					
		Remove ACT For New Bulkhead	215.00 sqft	408			
		Remove Casework	10.50 Inft	183			
		Remove Door & Frame	2.00 ea	417			

	Total Amount
-	7,808
	7,808
	2,603
	2,603
	991
	991
377	1,848
377	1,848
-	113
	113
-	
	849
	849
	1,018
- 1,507	1,507
323	969
1,830	3,495
969	969
969	969
861	861
861	861
-	807
	807
4,037	20,344
1,001	
004	
861 861	861
2,369 2,326	3,517 3,453
2,320 861	3,403
689	1,023
538	538
323 215	323 215
215	1,166
7,321	11,513
	2,178
	5,009

	5,009	
7	7,187	

-			408
			183
-			417

The Samuels Group

Spreadsheet Report Wausau City Hall - Security Upgrades

Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Total Amount
		Miscellaneous Demolition		1,008				1,008
	2070.90	Partition Demolition						
		Remove Marble Wall Slab	1.00 ls	2,529	-			2,529
		Marble Wall Slab Cutting	1.00 ls	337	-	3,768		4,106
		Demo Masonry Partition Opening	192.00 sqft	2,698	-	0	4 000	2,698
		Shore Masonry Partition Opening Demo Metal Stud Partition For Door/Sidelite Opening	1.00 ls 1.00 ls	675 337	-		1,292	1,966 337
		Partition Demolition		6,577		3,768	1,292	11,637
	2076.00	Demo: Masonry						
		Saw Masonry Demo: Masonry	1.00 ls			<u>4,091</u> 4,091		<u> </u>
		Denio. Masonry				4,031		4,031
		DEMOLITION		18,181	783	7,860	9,474	36,298
3000.00	0004.00	CONCRETE						
	3001.00	Concrete Siab Infill @ CMU Wall Demo	12.00 Inft	417	194			611
		Concrete		417	194	-	—	611
		CONCRETE		417	194			611
4000.00		MASONRY						
4000.00	4001.00	MASONRY Masonry						
		Masonry Patching @ New Opening/Lintel	1.00 ea	-		4,845	-	4,845
		Reinstall Marble	1.00 ea	-		1,884	·	1,884
		Masonry				6,729		6,729
		MASONRY				6,729		6,729
		MASONAT				6,729		6,729
5000.00		METALS						
	5110.01	Structural - Framing						
		Steel Lintel & Plate @ Opening	12.00 Inft		1,969	1,098	_	3,067
		Structural - Framing			1,969	1,098		3,067
		METALS			1,969	1,098		3,067
6000.00		WOOD & PLASTICS						
	6123.00	Blocking - All Types						
		Wood Blocking Allowance Blocking - All Types	100.00 Inft	745 745	230	-	—	<u> </u>
		blooking Air types		140	200			510
	6220.01	Millwork - General						
		Transaction Window Casework/Die Wall/Top	10.50 lf	1,009	7,248	-		8,257
		Install Kevlar Panel @ New Casework Install Kevlar Panel Above Toe Kick @ Existing Casework	2.00 sht	384	2,942	-	-	3,326
		Install Keviar Panel Above Toe Kick @ Existing Casework Transaction Top @ After Hours Lobby Window	1.00 sht 5.00 lf	768 384	1,471 1,415	-		2,240 1,799
		Millwork - General		2,545	13,076		—	15,622
		WOOD & PLASTICS		3,291	13,306			16,597
8000.00		DOORS & WINDOWS						
0000.00	8100.00	Doors Frames & Hardware						
		Reinstall Door/Sidelite	1.00 each	480	57		·	537
		Doors Frames & Hardware		480	57			537
	8800.00	Glass & Glazing Glass & Glazing Contractor	1.00 ls	0	0	52,281		52,281
		Glass & Glazing		·	·	52,281		52,281
		DOORS & WINDOWS		480	57	52,281		52,818
9000.00		FINISHES						
5500.00	9110.00	Non-Load Bearing Frmg Sys						
		Layout & Supervision - LNFT	27.00 Inft	272		-		272
		Clean-up / Misc Labor - LNFT	27.00 Inft	136	-	-	-	136
		Small Tools & Equipment - LNFT	27.00 Inft	-	-	-	145	145
		Labor Frame Vert Soffit - LNFT	27.00 Inft	1,089	-	-	-	1,089
		Int Frmng Stud 358x20g r.l. Track: Standard 20 ga 3-5/8"	135.00 Inft 54.00 Inft	-	229 92	-		229 92
		Non-Load Bearing Frmg Sys	57.00 init		<u> </u>	- <u> </u>		1,964
				,				

Spreadsheet Report Wausau City Hall - Security Upgrades

Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount
	9250.04	Gypsum Board - Soffits					
		GWB 5/8 (all lengths) Fire Code - SHT	3.00 sht	403	54	-	
		Gypsum Board - Soffits		403	54		
	9254.00	GWB - Finish Mud/Tape					
		Tape & Finish Gypsum Board	96.00 sqft	645	16	-	
		Corner Bead 1-1/8 x 1-1/8	54.00 Inft	272	32		
		GWB - Finish Mud/Tape		918	48		
	9254.10	GWB: Patch Existing					
	3204.10	Patch Existing Sheetrock/Stud Framing @ Large Opening	1.00 ls	2,420	509	_	
		Patch Existing Sheetrock/Stud Framing @ Door/Sidelite Opening	1.00 ls	1,210	303 311		
			1.00 ls	1,008	170		
		Patch Existing Sheetrock/Stud Framing @ Borrowed Lite Opening				-	
		Sheetrock/Stud Framing Infill - Judge's Office	1.00 ls	1,210	566	-	
		GWB: Patch Existing		5,849	1,556		
	9270.00	Gyp Drywall Accessories					
		Pins & Loads 3/4"Conc EACH	27.00 each	-	27	-	
		1 1/4" Sharp Pt Screws	96.00 each	-	6	-	
		Gyp Drywall Accessories			33		
	9310.01	Tile Floors					
		Ceramic Tile Base - Judge's Office Infill	10.00 Inft			242	
		Marble Tile Base @ New Casework	11.00 Inft	-	-	533	
		Marble Tile Base @ After Hours Window	6.50 Inft	-	-	315	
		Tile Floors				1,090	
	9510.01	Ceiling - Suspended					
		Remove/Reinstall ACT For Large Opening Shoring	90.00 sqft	422	97	0	
		Reinstall ACT @ Bulkhead	215.00 sqft	1,009		174	
		Ceiling - Suspended		1,431	97	174	
	9650.01	Flooring - Office/Instit.					
		Vinyl Base - LNFT	34.00 Inft		-	146	
		Flooring - Office/Instit.				146	
	9920.01	Painting - Interior					
		Paint Interior Walls - Juvenile Court Secretary Office	740.00 sqft			1,315	
		Paint Interior HM Frames	3.00 ea			646	
		Touch-Up Allowance	1.00 ls			377	
		Paint Interior Walls - Judge's Office	380.00 sqft			675	
		Paint Interior Walls - Corridor Wall	260.00 sqft			462	
		Paint Interior Walls - After Hours Lobby Wall @ Window	165.00 sqft			293	
		Paint Beam Plate	12.00 Inft			155	
		Painting - Interior	12.00 mit			3,923	
		FINISHES		10,099	2,109	5,333	
5000.00		MECHANICAL					
5000.00	15600.00	H.V.A.C.					
	13000.00	HVAC Modifications Allowance - Not Included	0.00 NIC			0	
~~~~							
6000.00	16001.00	ELECTRICAL Electrical					
		Reset Receptacle - Existing Transaction Casework	1.00 ea			215	
		Electrical Allowance - Power Supply	4.00 ea	-	-	5,599	
		Electrical Allowance - Potential Lighting/Smoke Alarm Modifications	1.00 ls			3,768	
		Electrical	1.00 15	-		9,582	
		Lieurica				9,582	
		ELECTRICAL				9,582	

# Total Amount 458 458 662 -304 966 2,930 -1,521 -1,178 -1,776 7,405 27 -6 33 242 -533 -315 1,090 519 1,182 1,701 146 146 1,315 646 377 675 462 293 155 3,923 17,686 145 0 215 -5,599 -3,768 9,582

9,582

# Spreadsheet Report Wausau City Hall - Security Upgrades

#### Estimate Totals

Description	Amount	Totals	Rate	Cost Bast per Unit	ent of Total	
Labor	45,171				24.63%	
Material	20,568				11.22%	
Subcontract	84,336				45.99%	
Equipment	13,657				7.45%	
Other						
	163,732	163,732			89.29%	89.29%
Price Escalation Allowance	8,187		5.000 %	Т	4.46%	
Project Contingency	11,461		7.000 %	Т	6.25%	
Total		183,380				



Planning, Community and Economic Development

# MEMO

TO:	Citizens Advisory Committee members
FROM:	Tammy Stratz, Community Development Manager
DATE:	February 28, 2023
RE:	2023 Community Development Block Grant Program

As you are aware, the Citizen's Advisory Committee held two public hearings to receive comments on community needs, public performance, and the proposed 2023 Community Development Block Grant (CDBG) program funds. On Monday, November 28, 2022, the Committee held its working session meeting to develop a proposed statement of objectives and use of projected funds for the 2023 Block Grant program. For planning purposes, we anticipated the funding amount to be \$580,000.

Today we received the actual 2023 allocation. The City of Wausau will receive \$617,593. This is 37,593.00 more than anticipated! As the Citizen's Advisory Committee requested, we allocated an addition \$5,500 towards the Hmong American Center to bring them up to \$25,000. We cannot go higher because that brings us up to the 15% cap on public service activities. In addition, the committee requested that we bring the Park's Department up to their total ask of \$100,000 - which we did. That left \$7,093 left to reallocate. Staff put the remaining \$7,000 into acquisition and \$93 into administration. Attached is the breakdown sheet that reflects the funding requests and the final recommendation from the committee. When reviewing, please remember that public service activities cannot be funded for more than 15% of the \$617,593 - or a maximum of \$92,639. Administration cannot be funded over 20% - or a maximum of \$123,519. Our requested \$100,093 is under that maximum.

The primary purpose of the Housing and Community Development Act is to develop a viable community by providing decent housing and suitable living environments, expanding economic opportunities primarily for low- and moderate-income persons, and provide a safe community. All activities must have been rated as a high priority in our 5-year Consolidated Plan in order to be considered for funding. All activities the Community Development Citizens Advisory Committee has recommended meet these criteria. In addition, each activity carried out with CDBG funds must meet one of the three broad national objectives:

- * Benefit low- and moderate-income persons
- * Aid in the prevention or elimination of slum and blight
- * Meet other community development needs having a particular urgency because existing conditions pose a serious or immediate threat to health.

The	2020-2024	Consolidated	Plan	can	be	found	here:
https://w	ww.ci.wausau.wi.us	/Portals/0/Department	s/ComDev/Do	cuments/2020	-2024_Conso	lidatedPlan-Fina	l.pdf

The proposed 2023 Community Development Action Plan was released on January 19, 2023 allowing for public comment after that fact. To date we have not heard any comments. We have updated that plan to indicate the new allocations. You can view that document at: <u>https://www.ci.wausau.wi.us/Portals/0/Departments/ComDev/Documents/2023_ActionPlan_FINAL.pdf</u> Also attached are the certifications that the Mayor will need to sign as part of this HUD process.

Let me know if you have any question or concerns as you are reviewing the applications. You can call me at 715-261-6682 or e-mail me at <u>tammy.stratz@ci.wausau.wi.us</u>. We are looking forward to working with you on developing this upcoming year's plan.

# 2023 CDBG Program

Activity Code	Applicant/Agency	equested	CAC original Allocation	Amended Allocation	Finance Approval
A - 570.206	CD Administration	\$ 100,000	\$ 100,000	\$ 100,093	
H - 570.202(b)	Acquisition	\$ 175,000	\$ 175,000	\$ 182,000	
H - 570.202(a)	HO Rehab	\$ 50,000	\$ 50,000	\$ 50,000	
PF - 570.201 (c)	Bike Pedestrian Improvements	\$ 18,000	\$ 18,000	\$ 18,000	
PF - 570.201 (c)	Curb Ramp Reconstruction	\$ 75,000	\$ 75,000	\$ 75,000	
PF - 570.201 (c)	Parks Dept - Community Outreach Playground	\$ 100,000	\$ 75,000	\$ 100,000	
PS - 570.201 (e)	Catholic Charities PROGRAM: Beyond Shelter	\$ 10,000	\$ -	\$ -	
PS - 570.201 (e)	Faith in Action <b>PROGRAM:</b> Support for Seniors	\$ 25,000	\$ 25,000	\$ 25,000	
PS - 570.201 (e)	Hagar House PROGRAM: Operations	\$ 40,000	\$ -	\$ -	
PS - 570.201 (e)	Hmong American Center <b>PROGRAM:</b> Npau Suav aka Dream	\$ 30,000	\$ 19,500	\$ 25,000	
PS - 570.201 (e)	KATS PROGRAM: Program Longevity	\$ 35,000	\$ -	\$ -	
PS - 570.201 (e)	Marathon County Literacy Council PROGRAM: Operations	\$ 65,000	\$ -	\$ -	
PS - 570.201 (e)	Open Door PROGRAM: Resource HUB	\$ 26,500	\$ -	\$ -	
PS - 570.201 (e)	Wausau Conservatory of Music PROGRAM: Pathways to Music	\$ 17,500	\$ 17,500	\$ 17,500	
PS - 570.201 (e)	Wausau Free Clinic PROGRAM: Operations	\$ 25,000	\$ 25,000	\$ 25,000	
	TOTAL	\$ 792,000	\$ 580,000	\$ 617,593	\$-

Note: Pu	Note: Public Service Funding Cannot Exceed 15% of Entitlement				ACTUAL 2023 Entitlement					
Code Def			Re	quest Amt	Rec	ommended	Cap Percent	Ca	o Amount	
A	Administration/Planning									
C	Clearance	Administration	\$	100,000	\$	100,093	20%	\$	123,519	
ED	Economic Development	Public Service	\$	274,000	\$	92,500	15%	\$	92,639	
Н	Housing	Public Facility	\$	193,000	\$	193,000	0%	\$	-	
PF	Public Facility	Add't funding	\$	37,593						
PS	Public Service									
SB	Slum & Blight									

# CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

<u>1. Maximum Feasible Priority</u>. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

<u>2. Overall Benefit.</u> The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) ______ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

<u>3. Special Assessments.</u> It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

# **OPTIONAL** Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBGassisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

# **Emergency Solutions Grants Certifications**

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

**Discharge Policy** – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

# Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

# APPENDIX TO CERTIFICATIONS

# INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

# **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

 Approving alleged claim for recovery of unlawful tax – Achieve Center, Inc. (520 N. 28th Avenue)

 Committee Action:
 Pending

 Fiscal Impact:
 File Number:

 Date Introduced:
 March 14, 2023

		FISCAI	L IMPACT SUMMARY
S	Budget Neutral	Yes⊠No□	
COST	Included in Budget:	Yes No	Budget Source
Ö	One-time Costs:	Yes No	Amount:
0	Recurring Costs:	Yes No	Amount:
	Fee Financed:	Yes No	Amount:
CE	Grant Financed:	Yes No	Amount:
SOURCE	Debt Financed:	Yes No	Amount Annual Retirement
б	TID Financed:	Yes No	Amount:
Ñ	TID Source: Increment	Revenue 🗌 Deb	ot 🗌 Funds on Hand 🗌 Interfund Loan 🗌

# **RESOLUTION**

WHEREAS, on January 31, 2023, Achieve Center, Inc. filed a claim for recovery of an unlawful tax for its property located at 520 N. 28th Avenue (PIN 291-2907-281-0977) pursuant to Section 74.35(2), Wisconsin Statutes; and

WHEREAS, pursuant to said claim, Achieve Center, Inc. is requesting a refund of \$17,174.16; and

WHEREAS, city staff has reviewed the claim and recommends that the claim be disallowed; and

**WHEREAS**, your Finance Committee, on March 14, 2023, considered the matter and recommends that the claim be disallowed.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the claim of Achieve Center, Inc. filed with the city clerk on January 31, 2023, for unlawful tax for the property at located at 520 N. 28th Avenue (PIN 291-2907-281-0977) is hereby approved.

Approved:

Katie Rosenberg, Mayor

# Claim for Recovery of an Unlawful Tax PIN: 291-2907-281-0977 520 N 28th AVE ACHIEVE CENTER INC

- 1. There was no change in assessment from 2020 to the 2022 Assessment Year. The current 2022 assessment is:
  - Land: \$ 154,000 Imp: <u>\$ 519,200</u> Total: \$ 673,200
- A Notice of Change of Assessment was not mailed for the 2022 Assessment Year, as no valuation changes were made. The last increase in assessment was for the 2020 Assessment Year with an increase of \$49,500 due to the city-wide revaluation.
- 3. On January 31, 2022, the 2022 real estate taxes were paid timely and in full by Achieve Center, Inc.
- 4. For the 2022 Assessment Year, neither the City Assessor nor any Assessment Staff received any communication from Achieve Center, Inc indicating they were requesting a Property Tax Exemption due to a change in the property.
- 5. Wisconsin Statute §70.11 declares, " if a property was taxable for the previous year, the use, occupancy or ownership changed in a way that makes it exempt and its owner, on or before March 1, files with the assessor a form (PR-230) that the Department of Revenue prescribes".
- 6. Wisconsin Statute §70.109 declares, "Exemptions under this chapter shall be strictly construed in every instance with a presumption by statute that the property in question is taxable, and the burden of proof is on the person who claims the exemption."
- 7. "...the party seeking the exemption bears the burden of proving that it falls within a statutory exemption" (Columbus Park Housing Corp v. City of Kenosha, 2003 WI 143, 11, 267 Wis. 2d 59, 671 n.W.2d 633), and "...must show that its construction of the statute is supported by clear evidence of legislative intent" (Village of Lannon, 2003 WI App 7, 4, 259 Wis. 2d 879, 659 N.W.2d 95, affirmed, 2003 WI 150).
- 8. January 31, 2023, the City Clerk, Kaitlyn Bernarde was served a Claim for Recovery of an Unlawful Tax under Wisconsin Statutes §74.35.

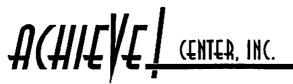
Wisconsin Statutes grant only the Assessor, the Courts, and the Legislature the authority to determine property tax exemption status. Neither the Board of Review, nor the taxation municipality has the authority to grant property tax exemptions.

I recommend the Claim for Recovery of Unlawful Tax be disallowed for the lack of statutory standing for the failure to request a property tax exemption for 2022 assessment year.

Respectfully Submitted,

Richard & Rulmon

Richard L. Rubow City Assessor City of Wausau



Neuropsychological, Developmental and Learning Services for Children, Adults and their Families

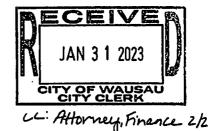
520 North 28th Avenue • Wausau, WI 54401-4101

• 715/845-4900 • Fax 715/845-4970

January 30, 2023

Kaitlyn Bernarde, City Clerk City of Wausau 407 Grant Street Wausau, WI 54403

Re: Claim for Recovery of Unlawful Tax Achieve Center, Inc. 520 N. 28th Street Wausau, WI 54401 Parcel No. 291-2907-281-0977



Dear Ms. Bernarde:

This letter constitutes a claim for recovery of unlawful tax under § 74.35(2) of the Wisconsin Statutes for property of Achieve Center, Inc. located at the address above. This claim is based upon a property tax bill issued by the City of Wausau in the amount of \$17,174.16, a copy of which is attached.

# **Background for Claim**

Achieve Center provides assessment and treatment for children and families with neuropsychological development disorders, chronic health problems, and physical disabilities. Achieve Center provides assessments, diagnosis, and treatment to improve cognitive functioning, speech, language, and behavior, and a childcare.

The Achieve Center building consists of 11,069 square feet of space. The building is used exclusively by Achieve for the purposes listed above and described in more detail later in this letter. The Achieve Center was given tax exemption for the upper level of the building, which at the time it was exclusively using, and was taxed for the lower level that was being leased. On 12/31/2021, the lease terminated, and the Achieve Center began utilizing the lower level exclusively as a childcare for children with special needs. The entire space is now occupied exclusively by the Achieve Center. Because the Achieve Center is now exclusively utilizing all the building space for its benevolent services, the Achieve Center is seeking repayment of the property tax paid for tax year 2022.

# **Basis for Claim**

# 1. Requirements for exemption under § 70.11(4).

In order to qualify for exemption as a benevolent association, Achieve Center must establish three facts:

• Achieve Center is a benevolent organization.

- Achieve Center owns and exclusively uses the property.
- Achieve Center uses the property for exempt purposes.

Achieve Center believes that there is no dispute that Achieve Center owns and exclusively uses the property for which exemption is sought.

#### 2. Achieve Center is a benevolent organization.

The Wisconsin statutes do not specifically define what it means to be "benevolent." The Wisconsin Property Assessment Manual ("WPAM") refers to the following dictionary definitions at page 22-5:

- Characterized by or suggestive of doing good.
- Of, concerned with, or organized for the benefit of charity.
- An inclination to perform kind, charitable acts.

The WPAM notes that an organization must be a non-profit organization (which Achieve Center is), but that does not mean that the organization must operate at a loss or even break-even. Instead, the issue is what is done with the profit.

I have briefly set forth the details showing why Achieve Center qualifies as a benevolent organization as follows:

- The services provided by Achieve Center are not only directed to an underserved population, but in fact are not otherwise available in either the public or private sector in Marathon County. These includes services for children with cognitive disorders and those requiring behavioral therapy; children who are deaf and hard of hearing, or struggle with verbal communication; and children with significant learning disabilities and other chronic disorders. If not for Achieve Center, local government or the school districts would be required to provide these services or refer these children to other providers outside of Marathon County.
- In 2022, Achieve Center provided approximately 35%, \$201,033, of its services at no charge. Further, another 40% of services were payable under the Medicaid program, which in most instances does not even cover the cost of providing care.
- Achieve Center's policy is that no child will be turned away due to the financial situation of a family, and it does not discriminate in any way based on payer source. This policy, which is provided to patients' parents and guardians in writing, also confirms that if at any time a parent or guardian expresses concern about the ability to pay for services, Achieve Center will negotiate a plan that may involve free services, a sliding discount fee schedule, a payment plan, or assistance in enrolling in Medicaid or other government assistance.
- In addition to its provision of free or discounted patient services of the type noted above, Achieve Center provides many other services at no charge including individual educational planning as well as consultations and referrals relating to rare disorders and complex presentations requiring specialty care.
- The Achieve Center regularly works with local school administrators and local governments, at no charge, on a variety of projects including the Marathon County School-

Based Counseling Consortium, a collaboration between the Marathon County school districts and outpatient mental health clinics to provide counseling services to students in the schools. The Achieve Center provides 2 satellite clinics in John Muir Middle School and DC Everest Middle School 2 days per week at each school.

- The Achieve Center is a Pediatric Clerkship site for the Medical College of Wisconsin-Wausau Campus in which medical students receive training from Achieve Center clinicians, who are Adjunct Instructors, related to the assessment and treatment of children with special health care needs with no reimbursement to the Instructors or the Achieve Center. In 2022, provided 579 hours of direct instruction.
- The Achieve Center provides childcare and early childhood education for children with special health care and educational needs integrated with prescribed treatments for 30 children. This level of childcare has been cited by the State of Wisconsin as an unmet need in the state.
- The Achieve Center provides services to children who are deaf and hard of hearing, struggle with verbal communication, have difficulty with ambulation, have significant learning disabilities, chronic health problems, and/or who have severe cognitive delays. Parent support groups, which are provided at no charge, assist parents in coping with the challenges of caring for their children with special needs.

Achieve Center has documented how it performs benevolent activities and how those activities benefit the community. The Achieve Center provides services that would otherwise have to be provided at government expense, and its services make Marathon County residents less dependent on government care. While it is not necessary to provide services for free or at reduced cost to qualify as benevolent, Achieve Center does so. To the extent that Achieve makes any profit from these activities, those funds are used to improve facilities and expand its benevolent purpose and mission. In short, the Marathon County community is a better place as a result of these activities. See WPAM at page 22-15. Based on all the foregoing, there should be no question that Achieve is a "benevolent association" within the meaning of Wis. Stat. § 70.11(4).

#### Amount of Claim

Achieve seeks recovery of the property tax it paid in 2022. Based on square footage, Achieve is using 100% of the property, such that it is entitled to a refund of \$17,174.16.

Achieve requests that the City provide notice to it within 90 days, by certified or registered mail, as to whether this claim is allowed or disallowed, pursuant to § 74.35(3)(b), Stats.

Thank you for your consideration.

Very truly yours, and Wisky

Carol Wesley Executive Director

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>						
Approving alleged claim for recovery of unlawful tax – Roaring Fork, LLC (2205 Stewart Avenue)						
Committee Action: Pending						
Fiscal Impact:						
File Number:	Date Introduced: March 14, 2023					

	FISCAL IMPACT SUMMARY							
S	Budget Neutral	Yes⊠No□						
ST	Included in Budget:	Yes No	Budget Source					
COST	One-time Costs:	Yes No	Amount:					
<u> </u>	Recurring Costs:	Yes No	Amount:					
	Fee Financed:	Yes No	Amount:					
CE	Grant Financed:	Yes No	Amount:					
SOURCE	Debt Financed:	Yes No	Amount Annual Retirement					
o	TID Financed:	Yes No	Amount:					
S	TID Source: Increment	Revenue 🗌 Debt	F 🗌 Funds on Hand 🗌 Interfund Loan 🗌					

## RESOLUTION

**WHEREAS**, on January 31, 2023, Roaring Fork, LLC filed a claim for recovery of an unlawful tax pursuant to Section 74.35, Wisconsin Statutes; and

**WHEREAS**, a Notice of Personal Property Assessment was mailed to claimant on April 29, 2022, indicating an assessment of \$198,000 for personal property; and

WHEREAS, pursuant to said claim, Roaring Fork, LLC is requesting that the 2022 assessment on their personal property located at 2205 Stewart Avenue #400 be reduced to \$76,557 (PIN 291-16945) – exempt machinery, tools and patterns; and

WHEREAS, City staff has reviewed the claim and recommends that the claim be disallowed; and

**WHEREAS**, your Finance Committee, on March 14, 2023, considered the matter and recommends that the claim be disallowed.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the claim of Roaring Fork, LLC filed with the city clerk on January 31, 2023, for unlawful tax on their personal property located at 2205 Stewart Avenue (PIN 291-16945) is hereby approved.

Approved:

Katie Rosenberg, Mayor

## Claim for Recovery of Unlawful Tax (74.35) PERSONAL PROPERTY ACCOUNT 291-16945 2205 STEWART AVE, STE 400 ROARING FORK, LLC/QDOBA MEXICAN GRILL

- 1. On December 31, 2021 Statements of Personal Property were mailed to all business accounts in the City. Per (Wis. Sec. 70.35) the due date to return forms to the local assessor is on or before March 1st 2018.
- 2. On February 28, 2022, a Statement of Personal Property was submitted to the assessment office with same assets reported since 2020.
- 3. On April. 28, 2022 @ 10pm, an email received by Daryl Ohland tax appeals with an attached amended personal property form and a list of some assets moved from taxable to exempt. Staff reviewed amended assets accepted one disposed asset and kept the leasehold improvements as originally filed and previously assessed. Per (Wis. Sec. 70.35(3) No personal property return is controlling on the assessor in any respect in the assessment of any property.)
- 4. On April 29, 2022, all Notice of Personal Property Assessment were mailed, including one to QDOBA Mexican Grill. indicating an assessment for Personal Property.

2022 Assessment \$ 198,000

- 5. On January 31, 2023, a 2022 Claim for Recovery of Unlawful Tax was filed with the City Clerk, Kaitlyn Bernarde. Requesting that certain assets assessed in 2022 to be considered unlawfully taxed, as they are Machinery, Tools, and Patterns assets that were exempt under statute 70.11 (27). No assets or description of improvements were provided in the claim to verify assessment and claim amount requested.
- 6. Wisconsin State Statute 70.109 declares, "Exemptions under this chapter shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption."
- "...the party seeking the exemption bears the burden of proving that it falls within a statutory exemption" (Columbus Park Housing Corp v. City of Kenosha, 2003 WI 143, 11, 267 Wis. 2d 59, 671 n.W.2d 633), and "...must show that its construction of the statute is supported by clear evidence of legislative intent" (Village of Lannon, 2003 WI App 7, 4, 259 Wis. 2d 879, 659 N.W.2d 95, affirmed, 2003 WI 150).

I recommend the Claim for Recovery of Unlawful Tax be disallowed for failure to prove their claim that the assets reported in the amended Personal Property filing and assessed met the exemption statute and the Department of Revenue guidance.

Respectfully Submitted,

Richard & Rubow

Rick Rubow City Assessor City of Wausau Assessment Reduction Services, LLC 1382 Whippletree Lane Neenah, WI 54956

January 31, 2023

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

3 1 2023 Attorney, Finance 2/2

## RE: ROARING FORK LLC Personal Property Claim under 74.35 ACCT 291 16945 2205 Stewart Ave #400

We hereby file a claim for refund under Wisconsin Statutes 74.35 [Recovery of unlawful taxes] for a portion of the personal property taxes assessed to this taxpayer for the 2022 tax year. The claim is based upon 74.33(1)(c) which states: *The property is exempt by law from taxation, except as provided under sub. (2).* 

The claim relates to property that is exempt under several statutory and administrative provisions including:

• 70.111(27), which states:

(27) MACHINERY, TOOLS, AND PATTERNS.

(a) In this subsection, "machinery" means a structure or assemblage of parts that transmits force, motion, or energy from one part to another in a predetermined way by electrical, mechanical, or chemical means. "Machinery" does not include a building.

(b) Beginning with the property tax assessments as of January 1, 2018, machinery, tools, and patterns, not including such items used in manufacturing.

The Wisconsin attorney general issued an opinion on January 3, 2019, clarifying the type of assets exempt under the "machinery" exemption available under 70.111(27). The opinion clarified the asset is exempt regardless of which schedule the assets had been previously reported. Additionally, the Wisconsin Tax Appeals Commission decision in Masters Gallery [19.M.067] identified certain items in Exhibit 1 which were considered machines including washers, under counter refrigerators, and copiers. This position was allowed in amended returns filed for 35 other Qdoba locations in Wisconsin including 6 in the City of Milwaukee.

• Leasehold improvements which are properly taxed as real estate and included in the assessed value of the real estate value:

Wisconsin Property Assessment Manual defines "White Boxed" items to include finished floor system, drop ceiling, standard electrical system, standard plumbing system to include restrooms which are fully functional, standard HVAC system, fire sprinklers, storefront entries. These items are to be included in the real estate assessment. The assessor has chosen to ignore the direct guidance and continue to assess these items as personal property.

Based upon the above items, we believe the corrected assessed value should be \$76,557. This \$120,843 reduction in assessed value results in a reduction in tax of \$3,097.

This claim is being timely filed under 74.35(5)(a), which states: **Except as provided under par.** (b), a claim under this section shall be filed by January 31 of the year in which the tax is payable.

Roaring Fork LLC has previously paid the assessed tax of \$5,059.24 with check # 101939. Therefore, the claim for refund is in the amount of \$3,097, plus any applicable interest under 74.35(4), which states: The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest computed from the date of filing the claim against the taxation district, at the rate of 0.8 percent per month.

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Sincerely, Assessment Reduction Services, LLC

Lau

Daryl L. Ohland

enclosure - property tax agent authorization



Office of the City Attorney

TEL: (715) 261-6590 FAX: (715) 261-6808 Anne L. Jacobson City Attorney

Tara G. Alfonso Assistant City Attorney

Nathan Miller Assistant City Attorney

## Memorandum

From:	Anne Jacobson
To:	Finance Committee
Date:	March 3, 2023
Re:	Fourth Amendment to Advanced Physical Therapy and Sports Medicine, S.C. On-Site Health Services Agreement

<u>Purpose</u>: To obtain your approval of a fourth amendment to the Advanced Physical Therapy and Sports Medicine, S.C. On-Site Health Services Agreement.

<u>Facts</u>: On June 1, 2018, Advanced Physical Therapy and Sports Medicine, S. C. ("Advanced') and the City entered into an agreement for on-site health services for the police and fire departments.

Advanced has proposed an hourly rate increase from \$80 to \$85 and an amendment to the Agreement would be necessary.

<u>Recommendation</u>: Approval of the fourth amendment.

## **RESOLUTION OF THE FINANCE COMMITTEE**

Approving Fourth Amendment to Advanced Physical Therapy and Sports Medicine, S. C. On-Site Health Services Agreement

Committee Action: Pending

Fiscal Impact:	Services billed at \$85.00 per	· hour	
File Number:	23-0309	Date Introduced:	March 14, 2023

	FISCAL IMPACT SUMMARY							
	Budget Neutral	Yes No 🛛						
COSTS	Included in Budget:	Yes⊠No□	Budget Source: not computed - minimal					
Õ	One-time Costs:	Yes No X	Amount:					
	Recurring Costs:	Yes⊠No□	Amount:					
	Fee Financed:	Yes No 🛛	Amount:					
URCE	Grant Financed:	Yes□No⊠	Amount:					
R	Debt Financed:	Yes No 🛛	Amount Annual Retirement					
SOL	TID Financed:	Yes No 🛛	Amount:					
S	TID Source: Increment K	evenue 🗌 Debt	t 🗌 Funds on Hand 🔲 Interfund Loan 🗌					

## **RESOLUTION**

**WHEREAS**, Advanced Physical Therapy and Sports Medicine, S.C. ("Advanced") and the City entered into an On-Site Health Services Agreement on June 1, 2018; and

WHEREAS, Advanced and the City wish to amend the original agreement by increasing the hourly rate from \$80 per hour to \$85 per hour; and

**WHEREAS**, your Finance Committee, at their March 14, 2023 meeting, discussed and recommended approving the amendment increasing the hourly rate to \$85.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau does hereby approve the Fourth Amendment to the On-Site Health Services Agreement with Advanced Physical Therapy and Sports Medicine, S.C. and directs the proper city officials to execute the attached Amendment.

Approved:

Katie Rosenberg, Mayor

## ADVANCED PHYSICAL THERAPY AND SPORTS MEDICINE, S.C. <u>ON-SITE HEALTH SERVICES AGREEMENT FOURTH AMENDMENT</u>

THIS ON-SITE HEALTH SERVICES AGREEMENT AMENDMENT (this "Amendment") is made effective as of the 1st day of January, 2023, by and between ADVANCED PHYSICAL THERAPY AND SPORTS MEDICINE, S.C. ("Advanced"), and CITY OF WAUSAU ("Company").

WHEREAS, Advanced and the Company previously entered into an On-Site Health Services Agreement (the "Original On-Site Health Services Agreement") on June 1, 2018; and

WHEREAS, Advanced and the Company wish to amend the Original On-Site Health Services Agreement pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and with the intent of being legally bound hereby, the parties hereto agree as follows:

- 1. <u>Exhibit A.</u> Exhibit A of the On-Site Health Services Agreement Amendment, signed 5/14/21, is hereby deleted in its entirety and replaced with the Exhibit A attached hereto.
- 2. <u>Renewal.</u> Except as set forth above, the Original On-Site Health Services Agreement shall be ratified and affirmed, and shall continue in full force and effect, under the same terms and conditions as set forth therein, as amended by this Amendment. In the event that the terms and conditions of the Original On-Site Health Services Agreement are inconsistent or conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern.

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

ADVANCED PHYSICAL THERAPY AND SPORTS MEDICINE, S.C.

Name: Robert Worth Title: President/CEO Date_____

CITY OF WAUSAU ("COMPANY")

Name: Katie Rosenberg Title: Mayor Date_____

Name: Kaitlyn A. Bernarde Title: Clerk Date_____

### EXHIBIT A

### PURCHASED SERVICES AND FEES

Advanced Physical Therapy and Sports Medicine, SC will provide onsite injury prevention and management services. The services will be billed at \$85.00 per hour for calendar year 2023 and shall remain in effect thereafter unless or until amended in writing by the parties. Invoices, for the Fire Department, will be sent on a monthly basis to Fire Chief, 606 E. Thomas Street, Wausau, WI 54403. Invoices, for the Police Department, will be sent on a monthly basis to Susan Lang, 515 Grand Avenue, Wausau, WI 54403.

#### ON-SITE HEALTH SERVICES AGREEMENT

This ON-SITE HEALTH SERVICES AGREEMENT ("Agreement") is <u>effective</u> as of the date of the last signature on this Agreement (the "Effective Date"), and is by and between Advanced Physical Therapy and Sports Medicine, S.C. ("ADVANCED") and City of Wausau, a Wisconsin municipal corporation ("COMPANY").

#### RECITALS

- A. ADVANCED is experienced in and furnishes on-site health and other related services to employers both directly and by contracting with third-party vendors.
- B. COMPANY desires to engage ADVANCBD to provide on-site and related health services to eligible employees (the "Participants") at its facilities ("Designated Locations").
- C. ADVANCED agrees to provide such services to COMPANY as pursuant to the terms and conditions of this Agreement.

#### AGREEMENT

IN CONSIDERATION of the Recitals and the mutual agreements that follow, the parties agree as follows:

- SCOPE OF SERVICES. ADVANCED shall make available to COMPANY under this Agreement the range of services outlined in Exhibit A attached hereto and incorporated herein ("Purchased Services"). ADVANCED and COMPANY agree to work collaboratively to develop a plan for promoting Purchased Services to Participants.
  - (a) COMPANY shall be responsible for providing and maintaining adequate space, including utilities, housekeeping, maintenance, repairs and other related support services for the Designated Locations that are reasonable and necessary for the provision of Purchased Services.
    - (1) COMPANY will provide appropriate, clean and safe office/clinical setting type space for the On-Site Clinic location at no cost to ADVANCED;
      - (i) COMPANY will provide all non-medical equipment, furnishings, and supplies required; which shall include, but may not be limited to; an agreed upon number of private examination rooms that include sinks with running water; functional bathrooms; adequate writing surfaces; functional chairs; internet service; storage space that is immediately accessible, secured and lockable; telephones; along with access to any applicable and viable Fitness Center and/or equipment; and any other items mutually agreed upon.
        - a) COMPANY agrees to provide, cover and assumes responsibility for all costs and expenses related to ensuring consistent, reliable, secure and timely internet service access to internal and external communication networks for ADVANCED;
          - Includes infrastructure development, expansion, integration and maintenance of any required wiring and equipment necessary to meet the needs of ADVANCED.
          - II) includes direct access to designated personnel responsible for COMPANY internet infrastructure, or similarly aligned personnel.

- (ii) COMPANY agrees to pay ADVANCED the cost to provide and replenish, in full package increments, consumable medical supplies (i.e. gauze, bandages, alcohol wipes, etc.) used through the provision of Purchased Services.
- (2) COMPANY shall provide ADVANCED with any company policies and procedures ADVANCED is expected to adhere to while providing Purchased Services.
- (3) ADVANCED shall provide all medical-related furnishings, equipment and other inventory items, at ADVANCED's sole expense and discretion, which will remain ADVANCED's property.
- (b) in any of its communications regarding the Purchased Services, COMPANY shall use only the approved promotional images and materials provided by ADVANCED and as developed, modified and made available from time to time at ADVANCED's sole discretion.

#### 2. FEES AND PAYMENTS.

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- (a) As consideration for the Purchased Services, COMPANY shall pay to ADVANCED the fees as set forth on Exhibit A (the "Fees").
- (b) ADVANCED shall issue itemized involces to COMPANY once per month for all Fees due from COMPANY for Purchased Services provided during the immediately preceding month. ADVANCED involces shall be due, and payment in full shall be made by COMPANY, within thirty (30) days of receipt of ADVANCED's involce.
- (c) COMPANY and ADVANCED agree that Participants shall not be billed for any expenses related to the Purchased Services rendered under this Agreement.
- 3. TERM AND TERMINATION.
  - (a) The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "initial Term"); provided, however that this Agreement shall be automatically renewed for successive additional one (1) year terms (each a "Renewal Term"), unless terminated earlier as set forth below. The initial Term and any Renewal Terms are collectively referred to in this Agreement as the "Term."
  - (b) This Agreement may be terminated as follows:
    - (i) <u>Termination Without Cause</u>. Either party may terminate this Agreement upon 30 days' prior written notice to the other party. Changes in the terms, conditions, and pricing of this Agreement require 30 days' written notice prior to the renewal date.
    - (2) <u>Termination by Mutual Agreement</u>. This Agreement shall terminate upon the mutual written agreement of the parties at the time specified by such agreement.
    - (3) <u>Termination for Cause</u>. Either party may terminate this Agreement:
      - (i) If a party (the "Breaching Party") commits a material breach of this Agreement and the Breaching Party does not cure such material breach within thirty (30) days after receiving written notice of such breach from the other party;

- (ii) Immediately upon written notice to the other party if either party receives a final order of any governmental agency or court of competent jurisdiction concerning the business, affairs, or practices of either of the parties which requires such termination; or
- (iii) Immediately upon the filing of a petition for relief under chapter 11 of the U.S. Bankruptcy Code or a petition for appointment of a receiver by or against one of the parties to this Agreement.
- (c) Upon termination of this Agreement:

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- (1) Neither party shall have any further obligations except for obligations accruing prior to the date of termination or of a nature that survives such termination;
- (2) Each party shall complete all records and reports required to document the Purchased Services:
- (3) COMPANY shall have the right to obtain any Purchased Services from any third party without limitation or restriction of any kind;
- (4) Bach party shall promptly return to the other party all property of the other party in its possession or control, including, but not limited to, manuals, business records, information and databases; and
- (5) If termination is by ADVANCED, ADVANCED shall provide to COMPANY information, consultation, and other assistance reasonably necessary to ensure the efficient transition of the Purchased Services to a replacement vendor.
- 4. BFFBCT OF TERMINATION. The termination of this Agreement shall not affect any rights or obligations of the parties which accrue or arise prior to the effective date of termination.
- 5. AMENDMENT. No changes or additions to this Agreement shall be recognized and binding unless and until made in writing and signed by all parties to this Agreement.
- 6. WAIVER OF BREACH. The walver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.
- 7. MBDICAL RECORDS. ADVANCED shall propare and maintain appropriate patient medical records, including without limitation records of examination, diagnosis, and treatment, for all Participants receiving health care services pursuant to this Agreement, in accordance with good practice and customary and reasonable standards within the medical industry, and in conformance with applicable law. All medical records created for any Participant are, and shall remain, ADVANCED's property.
- 8. OTHER RECORDS. Each party shall provide the other party with access to all records and other information the requesting party determines is necessary or required for ADVANCED to provide the Purchased Services (the "information"); provided, however, that such request is permitted by law and the receiving party. Each party shall maintain the confidentiality of the information in accordance with policies and all applicable federal, state, and local laws, rules and regulations.

9. HIPAA COMPLIANCE. Each party agrees that it will comply in all material respects with all federal and state-mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This includes entering into an appropriate Business Associate Agreement if necessary to ensure compliance with HIPAA.

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- 10. PERSONNEL. ADVANCED shall ensure that all ADVANCED personnel providing Purchased Services are qualified by training, licensure, certification or experience to perform such services. If requested by COMPANY, ADVANCED shall provide COMPANY with all documentation required to confirm any necessary training, licensure, certification or experience of personnel. All ADVANCED personnel providing Purchased Services under this Agreement shall perform such services in accordance with all applicable requirements of the appropriate regulatory and accrediting agencies. In the event that COMPANY has a concern about the competency, performance, behavior or other event involving ADVANCED personnel providing Purchased Services, ADVANCED will respond promptly to COMPANY's reasonable request. In the event that such concern can be cured by additional training, COMPANY will afford ADVANCED time to supply additional training to such individual. Notwithstanding the foregoing, ADVANCED personnel shall be immediately removed from providing Purchased Services in the event that COMPANY reasonably believes such personnel to be imminently or immediately dangerous to patients, other employces, or COMPANY's reputation in the community.
- 11. INSURANCE. Throughout the Term of this Agreement, both parties agree to obtain and maintain adequate commercial general liability insurance, in amounts and on terms that are in accordance with acceptable standards in the industry, and as required by law. Both parties agree to maintain all appropriate workers' compensation insurance and employers' liability insurance for its own employees. Upon request, each party will furnish to the other proof of such insurance by presenting valid certificates of current coverage and certificates of renewal.
- 12. INDEPENDENT CONTRACTOR RELATIONSHIP. ADVANCED is an independent contractor and nothing in this Agreement is intended nor shall be construed to create any joint venture or employment relationship between the parties. No employee or agent of either party may be deemed an employee or agent of the other party by reason of this Agreement. ADVANCED shall be fully responsible for all tax ilabilities arising from its status as an independent contractor. Each party shall reasonably notify the other party and permit the other party to participate in the resolution of any inquiry or audit related to ADVANCED's status as an independent contractor.
- 13. CONFIDENTIALITY. ADVANCED shall follow policies and procedures established by COMPANY regarding confidential information, a copy of which, or access thereto, has been provided to ADVANCED.
- 14. NON-EXCLUSIVITY. This Agreement shall not be deemed to be an exclusive contract and ADVANCED shall be free to perform services similar or comparable to the Purchased Services for other companies and to enter into agreements for similar services directly with employers.
- 15. NON-SOLICITATION OF EMPLOYEES. During the term of this Agreement, and for one (1) year thereafter, neither party shall, either directly or indirectly, on their own behalf or on behalf of any other person, firm, or organization: (1) solicit an employee or contractor of the other party, who is directly involved in the provision of Purchased Services, to leave the employ of the other party or (1) induce such employee or contractor to breach any employment agreement or services contract with the other party. This restriction shall not apply to a party soliciting employment through general public advertisements.

16. EXCLUSION. Each party represents and warrants to the other that it (and each of its agents, employees, or any substitutes thereof providing Purchased Services under this Agreement) (a) is not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. 1320a-7b(f) (the "Federal health care programs"); (b) is not convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (c) is not under investigation or otherwise aware of any circumstances which may result in its (or its agents, employees, or any substitutes providing Purchased Services under this Agreement) being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement, and each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give the non- breaching party the right to terminate this Agreement immediately.

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- 17. APPLICABLE LAWS. Bach party shall comply with all applicable federal, state, and local laws, regulations and ordinances.
- 18. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any judicial or other action or proceeding arising from or relating to this Agreement shall be brought and venued exclusively in the Marathon County, Wisconsin, Circuit Court.
- 19. MEDICARB ACCESS. If applicable, until the expiration of four years after the furnishing of the Purchased Services, ADVANCBD shall make available, upon request by the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records of ADVANCBD that are necessary to certify the nature and extent of all Medicare costs with respect to such services; if ADVANCED carries out any of the duties of this Agreement though a subcontract with a value of or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to this effect.
- 20. NON-DISCRIMINATION. ADVANCED shall impartially provide the Purchased Services to individuals regardless of race, color, religion, creed, sex, national origin, age, disability, sources of payment, or any other protected characteristic.
- 21. MERGER/ENTIRE AGREEMENT. This Agreement, including the recitals set forth above and any exhibits attached hereto, constitutes the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect. This Agreement cancels and supersedes all previous contracts and agreements between the parties relating to the subject matter covered by this Agreement.
- 22. NOTICE. Any and all notices, offers, acceptances, and other communications required or permitted to be given under this Agreement shall be deemed given when delivered by personal delivery or by confirmed facsimile or mailed by prepaid certified mail, return receipt requested, in each case addressed as follows:

If to ADVANCED:	Advanced Physical Therapy and Sports Modicine, S.C. 2918 Post Road
	Stevens Point, WI 54481 Attention: Dennis Kaster, Clinical Director Facsimile: (715) 345-2797

If to COMPANY: City of Wausau 407 Grant Street Wausau, WI 54403 Attention: Toni Rayala, City Clerk Pacsimile: (715) 261-4106

or to such other address or facsimile number as the party may designate in writing to the other party from time to time.

- 23. MISCELLANBOUS. Nothing in this Agreement shall be construed to create any rights or benefits of any third partles. Neither party may assign this Agreement without the written consent of the other party.
- 24. INDEMNIFICATION. Bach party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives or agents and will pay all losses and damages attributable to such acts or omissions for which it is legally liable. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY OF THE OTHER PARTY'S INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. This Agreement shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.
- 25. SEVERABILITY. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms; provided, however, that this Agreement shall in such event be reformed to include a provision as similar in terms as possible to the unenforceable provision so as to retain as much of the original intent and purposes of this Agreement as possible.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date above.

ADVANCED PHYSICAL THERAPY AND SPORTS MEDICINE, S.C. ("ADVANCED) rlins Signature larling lean Name; Title:____ Aune C Vice President 5-31-2018

Date

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CITY OF WAUSAU ("COMPANY")

Robt B Mille

Signature

Robert B. Hielke Mayor

6-1-18

Date Signature

Toni Rayela Clerk

Date

EXHIBIT A



5/17/18

Tracey Kujawa, Chief Wausau Fire Department 606 E Thomas Street Wausau, WI 54403

Advanced Physical Therapy and Sports medicine will provide onsite injury prevention and management services as outlined in the proposal given on 5/4/18, from 5/28/18 thru 12/31/18. The services will be billed at \$70 per hour. The total cost for these services using current 5 hours per week will be \$13,668. Involces will be sent on a monthly basis to Chief Kujawa.

Dennis Franker Dennis Kaster PT

Clinic Director Advanced Physical Therapy/Physical Therapy Associates

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Office of the City Attorney

TEL: (715) 261-6590 FAX: (715) 261-6808 Anne L. Jacobson City Attorney

Tara G. Alfonso Assistant City Attorney

Nathan Miller Assistant City Attorney

# Memorandum

From: Anne Jacobson

To: Finance Committee

Date: March 3, 2023

Re: Renewal of Parking Lot Lease with Colonial Property 4, LLC (Grant & 3rd Streets)

<u>Purpose</u>: To obtain your approval of a renewal of the parking lot lease, as Lessee with Colonial Property 4, LLC ("Colonial") located at the southeast corner of Grand and 3rd Streets.

<u>Facts</u>: The City has been leasing the parking lot at the corner of Grand and 3rd Streets for more than 25 years. The lot provides for 44 parking stalls that serve hourly and permit parkers. The lot is used by downtown shop customers and the YMCA patrons. Colonial and the City entered into a parking lot lease on June 2, 2020 and the lease will be expiring on March 31, 2023.

Colonial is interested in renewing the lease with the following changes to the lease:

- 1. Section 1: Increasing the base rent from \$1,975 per month to \$2,115 per month to help address rising costs, etc.
- 2. Section 2: Lease commences on April 1, 2023 and terminates on March 31, 2026.
- 3. Section 2.A.: Change amount from \$1,614.55 to \$1,826.59 which is the prorated amount assuming the Finance Committee agrees to the proposed change to the base rent, as explained above.
- 4. Section 17.A. and B.: Change address for Colonial Property 4, LLC to 210 Ranch Drive, P.O. Box 1148, Dillon, MT 59725

STATE OF WISCONSIN - MARATHON COUNTY

RECORDED

June 11, 2020 2:04 PM DEAN J. STRATZ, REGISTER OF DEEDS

#### AGREEMENT FOR LEASE OF PARKING LOT— THIRD AND GRANT STREETS

THIS AGREEMENT, made this <u>2</u>^{hd} day of <u>June</u>, 2020, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Colonial Property 4, LLC, a Wisconsin limited liability company, hereinafter referred to as "OWNER";

#### WITNESSETH:

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WHEREAS, OWNER, is the owner of the parking lot on the southeast corner of Third and Grant Streets, in the City of Wausau, which parking lot is delineated on "Exhibit A" attached hereto and incorporated hereby reference, and shall hereinafter be referred to as "LOT"; and

WHEREAS, CITY wishes to lease LOT so as to provide parking to the public, allowing OWNER to utilize portions of LOT for private parking, and OWNER will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, CITY shall have the exclusive use of LOT for the provision of whatever parking arrangement CITY

wishes, the current configuration providing for forty-four (44) parking stalls; that in return, CITY agrees to pay OWNER One Thousand Nine Hundred Seventy-five and no/100 Dollars (\$1,975.00) per month plus an amount of money equal to one twelfth (1/12) of the net real estate tax due for LOT, such payment to be made by CITY to owner on the first (1st) of the month.

- 2. This Lease shall be for a three-year (3-year) term, commencing on April 1, 2020, and terminating on March 31, 2023. OWNER shall have the following options with regard to parking:
  - A. Any time during the pendency of the lease term, OWNER may utilize for its own use, six (6) parking stalls; this option may be exercised upon ninety-day (90-day) notice, in writing, to CITY; lease payment from CITY to OWNER, in this event, would be One Thousand Six Hundred Fourteen and 55/100 Dollars (\$1,614.55) for the remaining thirty-eight (38) parking stalls.
  - B. Notwithstanding subparagraph A above, CITY shall continue to pay the entire tax bill for LOT and continue to plow entire LOT as provide for in paragraph 4; however, the cost of maintenance referred to in paragraph 4 shall be prorated between CITY and OWNER based on the percent utilized by each.
  - C. OWNER shall have adequate access to and from any privately utilized stalls and Grant Street.
  - D. Upon the exercise of any private parking options herein, CITY shall remove the meters for those stalls but the pipes shall remain in place.
  - E. In the event OWNER does utilize stalls for its own use, then in that event the term "LOT" as used in this Agreement shall refer only to those portions of the demised premises used by the public.



Recording Area

Name and Return Address

Office of the City Attorney City Hall – 407 Grant Street Wausau, WI 54403

(\$30 Charge to City of Wausau)

PIN: 37.291.4.2907.253.0240

3. LOT shall be continuously used as a parking lot. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may make void or voidable any insurance on the LOT or which may increase the premiums therefore. CITY will keep LOT clean and attractive in appearance at all times.

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4. CITY shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition and repair including all parking meters, the asphalt surface, and the grass. As used in paragraph 2, the term "repairs" shall include replacement and other improvements as are necessary to maintain the property in good order and condition. CITY shall plow snow in LOT when needed and shall avoid placing any snow adjacent to the building located at 615 North Third Street. City shall remove snow from sidewalks adjacent to LOT on Third Street and Grant Street and otherwise sweep and maintain sidewalks.

Notwithstanding anything to the contrary contained herein, CITY will keep, maintain, and preserve LOT in a first class condition. CITY will indemnify and hold harmless OWNER from and against all loss, claims, damages, costs, or expenses suffered by OWNER by reason of any repairs made by CITY.

- 5. CITY will not make or allow any alterations, additions, improvements, or utility installations upon LOT without first obtaining the written consent of OWNER. The term "utility installations," as used herein, shall include without limitation power panels, utility transformers, light fixtures, conduits, and wiring.
- 6. At the termination of this Lease, CITY shall remove all parking meters, pay stations, pipes, parking signage and any alterations and additions erected by CITY, and restore LOT to an unmetered condition including the repair of any damaged areas on the asphalt surface.
- 7. CITY shall not display, inscribe, print, maintain, or affix any signs, lettering, placards, or other advertising matter or material on LOT without the prior written consent of OWNER provided, however, that metering instructions and parking rules signage may be installed within the parking lot.
- 8. CITY shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of CITY's interest in this Lease or in LOT without OWNER's prior written consent. Any attempted assignment, transfer, mortgage, use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this Lease.
- 9. Nothing in this Lease shall be construed so as to authorize or permit any insurer of OWNER or CITY to be subrogated to any right of OWNER or CITY against the other party arising under this Lease. OWNER and CITY each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either OWNER or CITY shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either OWNER or CITY from obtaining any such policy.
- 10. CITY hereby agrees that OWNER shall not be liable for injury to CITY's business or any loss of income or other consequential damages or for damage to the equipment or other property of CITY, CITY's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall OWNER be liable for injury to CITY's employees, agents, contractors, occupants, invitees, customers, sublessees, public citizens, or any other person in or about LOT.

CITY shall indemnify, defend and hold harmless OWNER from and against any and all claims arising from CITY's use of LOT, or from the conduct of CITY's business or from any activity, work or things done, permitted or suffered by CITY in or about LOT or elsewhere and shall further indemnify, defend and hold harmless OWNER from and against any and all claims arising from any breach or default in the performance of any obligation on CITY's part to be performed under the terms of this Lease, or arising from any negligence of CITY, or any of CITY's sublessees, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against OWNER by reason of any such claim, CITY, upon notice from OWNER, shall defend the same at CITY's expense by counsel satisfactory to OWNER. CITY, as a material part of consideration to OWNER, hereby assumes all risk of damage to property or injury to persons, in, upon or about LOT arising from any cause, and CITY hereby waives all claims in respect thereof against OWNER; however, the provisions in this paragraph shall not apply to those cases in which OWNER is negligent.

- 11. OWNER shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on LOT with limits of public liability not less than \$1,000,000 for death/or bodily injury, including personal injury, and property damage liability of not less than \$1,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of CITY at its expense, or CITY's parking meters or other equipment, or personal property located in LOT.
- 12. CITY will, at all times during the term of this Lease, and at its sole cost and expense, maintain the following insurance in full force and effect:
  - A. All-risk property insurance covering the full replacement value of all of CITY's leasehold improvements, equipment, parking meters and personal property within LOT.
  - B. Commercial general liability insurance naming OWNER, CITY, and any mortgagee designated by OWNER as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy, or maintenance of LOT with limits of public liability not less than \$1,000,000 per occurrence. For each year in which this Lease is in effect, CITY shall provide to OWNER and any party designated by OWNER a copy of the insurance policy endorsement or wording showing that OWNER and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to OWNER even if OWNER has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.
- 13. The rights of CITY under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against LOT and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that CITY's rights under this Lease and possession of LOT shall not be disturbed so long as CITY is not in default hereunder. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of subordination CITY shall promptly execute such further instruments as may be requested by OWNER, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by OWNER and/or any mortgagees or proposed mortgages. CITY at the option of any mortgages agrees to attorn to such mortgage in the event of a foreclosure sale or deed in lieu thereof. Failure of CITY to execute any of the above instruments within ten (10) days upon written request to do so by OWNER, shall constitute a breach of this Lease and OWNER will be entitled to, at its option; (i) execute, acknowledge, and deliver any such

instrument on behalf of CITY as CITY's attorney-in-fact (CITY hereby constituting and irrevocably appointing OWNER as CITY's attorney-in-fact for such purpose) and/or, (ii) cancel this Lease and terminate CITY's interest therein.

14. CITY shall in the event of the sale, assignment, or other transfer of OWNER's interest in LOT or in this Lease, or in the event of any proceeding brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by OWNER covering LOT, attorn to the transferce and recognize such transferce as OWNER under this Lease.

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- 15. CITY shall at any time, upon not less than ten (10) days after the giving of written notice by OWNER, execute, acknowledge and deliver to OWNER or to such person designated by OWNER, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to CITY's knowledge, any uncured defaults on the part of OWNER hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of CITY, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by OWNER. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of LOT.
- 16. In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party is entitled to recover all reasonable costs and expenses including reasonable attorneys' fees.
- 17. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by OWNER to CITY or by CITY to OWNER shall be deemed to be complied with, when and if, the following steps are taken:
  - A. All payments required to be made by CITY to OWNER hereunder shall be payable to OWNER at Colonial Property 4, LLC, P.O. Box 928, Wausau, WI 54402, or such other addresses OWNER may specify from time to time by written notice delivered in accordance herewith.
  - B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names as follows: CITY: City of Wausau, Attn: Director of Finance, Wausau City Hall, 407 Grant Street, Wausau, WI 54403; and for OWNER: Colonial Property 4, LLC, P.O. Box 928, Wausau, WI 54402, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.
- This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
- 19. This Agreement shall run with the land during this three-year (3-year) lease period and shall be binding upon OWNER, its successors in title, or assigns.

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

CITY OF WAUSAU B١ eslie M. Kremer. **COLONIAL PROPERTY 4.** By: Michael M. Priebe STATE OF WISCONSIN ) ) ss. COUNTY OF MARATHON ) Personally came before me this 10th day of June , 2020, the above-named Katie Rosenberg. Mayor, and Leslie M. Kremer, Clerk of Les ame foregoing instrument and acknowledged the same Mayor, and Leslie M. Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the TARY PUBLIN PAK PAK PAK PAK OF WISCO Notary Public, Wisconsin My commission: STATE OF WISCONSIN COUNTY OF MARATHON ) VILLAS June, 2020, the above-named Michael M. Priebe of Personally came before me this d day of Colonial Property 4, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same. BARBARA J LANDOWSKI arara NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, Wisconsin My commission: My commission: _____

This instrument was drafted by Anne L. Jacobson City Attorney for the City of Wausau, 407 Grant Street, Wausau, WI 54403

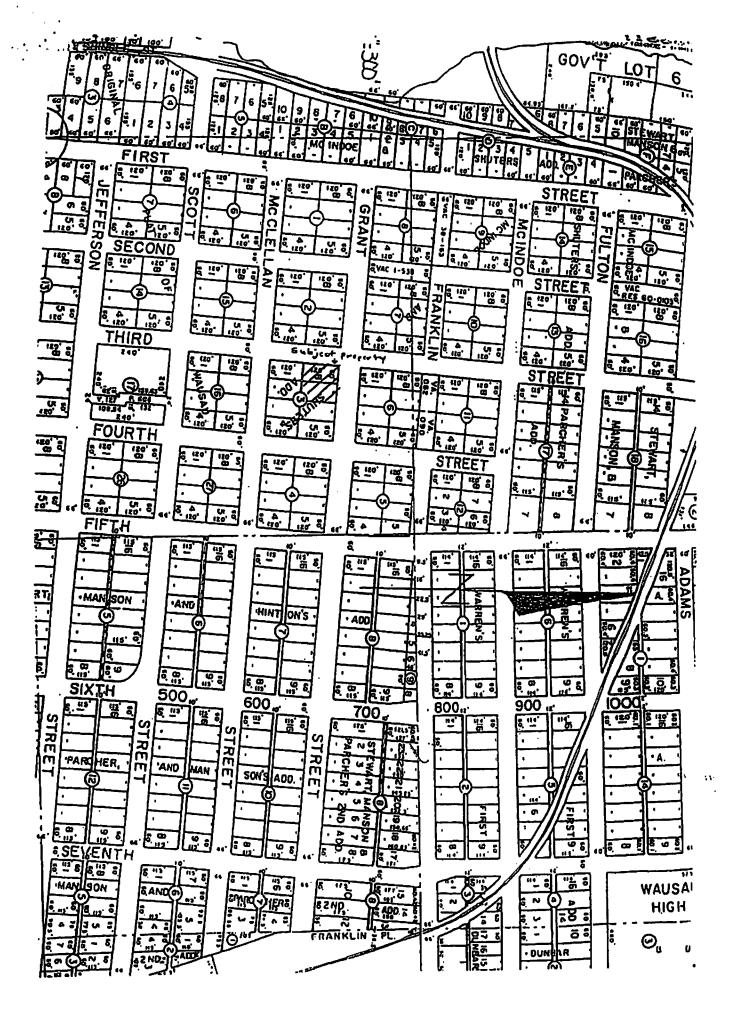


Exhibit A-1

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#### LEGAL DESCRIPTION

PIN: 37.291.4.2907.253.0240

S. 140. S

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Lots Seven (7) and Eight (8) in Block Three (3) of McIndoe and Shuter's Addition to Wausau, Marathon County, Wisconsin.

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

Dept. of Public Works & Utilities

TO:	Finance Committee
FROM:	Eric Lindman, P.E. Director of Public Works & Utilities
DATE:	March 14, 2023
SUBJECT:	City Wide Janitorial Services – Budget Modification

The City currently uses Accent Services, Inc (ASI), Custom Cleaners, and Wausau Cleaning to perform janitorial services for all of the City's facilities that are not cleaned in-house. The contracts with these companies are long past due and have been on a month-to-month basis for several years. Pricing for these services is based on old unit costs. ASI reached out to the city last fall to discuss entering another long-term contract. Due to the cost of services and the city is required to bid this work out in accordance with the procurement policy.

A bid was prepared to advertise for janitorial services in the fall of 2022. Bids were received in late 2022. Two bids were received:

- 1. Accent Services, Inc.
- 2. Hands on Cleaning (HOC)

Bids were reviewed and HOC was low bidder. Due to the nature and complexity of the scope of services and the many different facilities a meeting was held with HOC to go over the proposed work for each of the facilities. There were some changes to the frequency of cleaning at some of the facilities and the days for cleaning was discussed and determined. After some minor revisions to the work HOC remained low bidder. Attached are the proposals received from the two bidders. The ASI bid was adjusted to match the frequency of annual cleaning services before comparing prices.

A cost comparison of what we are currently paying, and the two bids is attached. One alternative considered was hiring part time city staff to perform these services as is shown on the comparison chart. After discussions with the HR Director, it was determined this was not a good option as there would be a high potential for needing to pay for benefits which would increase costs dramatically.

It is proposed and recommended by staff the city enter a 3-year contract for cleaning services with the option to renew for an additional 3-years if the city chooses to do so. Staff recommends entering a contract with HOC, the low bidder.

If approved, a contract will be prepared with assistance from the city attorney.

# Hands on Cleaning Services

	Cost Proposal Form for Janitorial Services						
Schedule A - Regular Weekly Cleaning/Services							
	Building	Location	Unit	Unit Cost	Annual Cost		
1	City Hall*1st Floor 5 days wk, 2nd & 3rd Mon, Wed & Fri, Basement Tues&Fri *All bathrooms daily	407 Grant St	Month	3,900.00	46,800.00		
2	Public Safety *Mon,Wed & Fri	515 Grand Ave	Month	1,820	21,840.00		
3	Public Works *Tues & Fri	400 Myron St	Month	1,650	19,800.00		
4	Airport*Tues & Friday	725 Woods Place	Month	1,100	13,200.00		
5	Drinking Water Facility* Tues and Or Fri, Sat, Or Sunday	1801 Burek Ave	Month	1,760	21,120.00		
6	Wastewater Facility* Tues & Friday	430 Adrian St	Month	1,300	15,600.00		
7	East Ramp (Sear's)*During the day Wed & Fri	400 Forest St	Month	1,200	14,400.00		
8	West Ramp (Penny's)*During the day Wed & Fri	101 Washington St	Month	1,200	14,400.00		
9	Jefferson Ramp*During the day Wed & Fri	425 N 1st St	Month	1,350	16,200.00		
10	McClellan Ramp*During the day Wed & Fri	530 N 2nd St	Month	1,350	16,200.00		
		Total Cost Sch	edule A =	\$16,630.00	\$199,560.00		

# Hands on Cleaning Services

	Building** All Floors Once a Year in Spring or as needed *Windows Twice a year	Location	Unit	Unit Cost	Annual Cost
1	City Hall - Clean/Buff Floors	407 Grant St	Each	1,800.00	1,800.00
2	City Hall - Shampoo Carpets	407 Grant St	Each	3,100	3,100
3	City Hall - Wash interior windows/glass doors	407 Grant St	Each	800	1,600
4	Public Safety - Clean/Buff Floors	515 Grand Ave	Each	750	750
5	Public Safety - Shampoo Carpets	515 Grand Ave	Each	1,000	1,000
6	Public Safety - Wash interior windows/glass doors	515 Grand Ave	Each	400	800
7	Public Works - Clean/Buff Floors	400 Myron St	Each	1000	1,000
8	Public Works - Shampoo Carpets	400 Myron St	Each	300	300
9	Public Works - Wash interior windows/glass doors	400 Myron St	Each	300	600
10	Airport - Clean/Buff Floors	725 Woods Place	Each	1000	1,000
11	Airport - Shampoo Carpets	725 Woods Place	Each	500	500
12	Airport - Wash interior windows/glass doors	725 Woods Place	Each	400	800
13	Drinking Water Facility - Clean/Buff Floors	1801 Burek Ave	Each	1100	1,100
14	Drinking Water Facility - Shampoo Carpets	1801 Burek Ave	Each	350	350
15	Drinking Water Facility - Wash interior windows/glass doors	1801 Burek Ave	Each	300	600
16	Wastewater Facility - Clean/Buff Floors	430 Adrian St	Each	800	800
17	Wastewater Facility - Shampoo Carpets	430 Adrian St	Each	400	400
18	Wastewater Facility - Wash interior windows/glass doors	430 Adrian St	Each	300	600
19	East Ramp (Sear's) - Wash interior windows/glass doors	400 Forest St	Each	300	600
20	West Ramp (Penny's) - Wash interior windows/glass doors	101 Washington St	Each	300	600
21	Jefferson Ramp - Wash interior windows/glass doors	425 N 1st St	Each	300	600
22	Jefferson Ramp Skywalk - Wash interior windows/glass doors	425 N 1st St	Each	300	600
23	McClellan Ramp - Wash interior windows/glass doors	530 N 2nd St	Each	300	600
24	McClellan Ramp Skywalk - Shampoo Carpets	530 N 2nd St	Each	400	400
25	McClellan Ramp Skywalk - Wash interior windows/glass doors	530 N 2nd St	Each	300	600
	All Ramps/Stairs Done Wed & Friday During the day				
		Total Cost Sch	edule A =	= 16,800	21,100

## Accent Services Inc. (ASI)

Per hour bill rate (including equipment/excluding supplies):

o '

\$28.00 per hour

	A - Regular Weekly Cleaning/Services uilding	Location	Unit	Unit Cost	Annual Cost
	ty Hall			\$4,450.00	\$53,400.00
Ρι	ublic Safety	515 Grand Ave	Month	\$2,000.00	\$24,000.00
Ρι	ublic Works	400 Myron St	Month	\$2,450.00	\$29,400.00
Ai	rport	725 Woods Place	Month	\$1,300.00	\$15,600.00
Di	rinking Water Facility	1801 Burek Ave	Month	\$2,200.00	\$26,400.00
W	astewater Facility	430 Adrian St	Month	\$1,750.00	\$21,000.00
	ast Ramp (Sear's)	400 Forest St	Month	\$1,500.00	\$18,000.00
	/est Ramp (Penny's)		Month	\$1,650.00	\$19,800.00
	fferson Ramp			\$2,050.00	\$24,600.00
Μ	IcClellan Ramp	530 N 2nd St	Month	\$1,800.00	\$21,600.00
		Total Cost Sche	dule A =	\$21,150.00	\$253,800.00
ched	ule B - Annual or Bi-Annual Services				
	Building	Location	Unit	Unit Cost	Annual Cost
1	City Hall - Clean/Buff Floors	407 Grant St	Each	\$1,800.00	<del>\$3,600.00</del>
2	City Hall - Shampoo Carpets	407 Grant St	Each		<del>\$3,000.00</del>
3	City Hall - Wash interior windows/glass doors	407 Grant St	Each		\$1,600.00
4	Public Safety - Clean/Buff Floors	515 Grand Ave	Each	kandi anda anda anda anda anda anda anda	\$1,500.00
5	Public Safety - Shampoo Carpets	515 Grand Ave	Each		<u>\$2,200.00</u>
6	Public Safety - Wash interior windows/glass doors	515 Grand Ave	Each		<del>\$840.00</del>
7	Public Works - Clean/Buff Floors	400 Myron St	Each	\$1,200.00	<u>\$2,400.00</u>
8	Public Works - Shampoo Carpets	400 Myron St	Each		
9	Public Works - Wash interior windows/glass doors	400 Myron St	Each		\$750.00
10	Airport - Clean/Buff Floors	725 Woods Place	Each		<u>\$2,200.0(</u>
11	Airport - Shampoo Carpets	725 Woods Place	Each		<u>\$1,000.00</u>
12	Airport - Wash Interior windows/glass doors	725 Woods Place	Each	\$450.00	
13	Drinking Water Facility - Clean/Buff Floors	1801 Burek Ave	Each	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	<u>-\$2,400.00</u>
14	Drinking Water Facility - Shampoo Carpets	1801 Burek Ave	Each	\$200.00	\$400.00
15	Drinking Water Facility - Wash interior windows/glass doors	1801 Burek Ave	Each	\$300.00	\$600.00
16	Wastewater Facility - Clean/Buff Floors	430 Adrian St	Each		<del>\$1,700.0</del>
17	Wastewater Facility - Shampoo Carpets	430 Adrian St	Each	\$300.00	<del>\$600.00</del>
18	Wastewater Facility - Wash interior windows/glass doors	430 Adrian St	Each		\$400.00
19	East Ramp (Sear's) - Wash interior windows/glass doors	400 Forest St	Each	the second se	\$600.00
20	West Ramp (Penny's) - Wash interior windows/glass doors	101 Washington St	: Each	\$300.00	\$600.00
21	Jefferson Ramp - Wash interior windows/glass doors	425 N 1st St	Each	\$300.00	\$600.00
22	Jefferson Ramp Skywalk - Wash interior windows/glass doors	425 N 1st St	Each		\$800.00
23	McClellan Ramp - Wash interior windows/glass doors	530 N 2nd St	Each		\$600.00
	McClellan Ramp Skywalk - Shampoo Carpets	530 N 2nd St	Each	\$400.00	<u>\$800.00</u>
24					

\$19,120.00

#### Janitorial Services - Cost Comparisons March 6, 2023

Existing Janitorial Services							
Service Provider Monthly Costs Annual Costs							
Custom Cleaners	\$2,885.00	\$34,620.00					
Wausau Cleaning	\$230.00	\$2,760.00					
Accent Services Inc.	\$8,079.04	\$96,948.48					
¹ Total Current Costs =	\$11,194.04	\$134,328.48					

Janitorial Service Proposals Received - Dec 2022							
Service Provider	Monthly Service Fees	Annual/Bi-Annual Services	Annual Costs	Monthly Costs			
Accent Services Inc.	\$21,150.00	\$19,120.00	\$272,920.00	\$22,743.33			
Hands On Cleaning	\$16,630.00	\$21,100.00	\$220,660.00	\$18,388.33			

Estimate for Hiring City Personnel				
	# Employees	# weekly hours each	Cost per hour	
Monthly Cleaning	6	. <u>2</u> 4	. <u>\$18.00</u>	
Equipment Costs	\$15,000.00	l		
		Annual Costs	\$134,784.00	
	One-Time Capital Cost		<del>\$15,000.00</del>	
		Total Costs	\$149,784.00	

Annual Comparison of Costs (Current vs. Proposed)				
	Annual Costs	Cost difference from current		
Current/Existing Costs	\$134,328.48			
Hands On Cleaning Proposal	\$220,660.00	(\$86,331.52)		
Accent Services Proposal	\$272,920.00	(\$138,591.52)		
Hiring City Employees	<del>\$149,784.00</del>	<del>(\$15,455.52)</del>		



715-573-6357 - Pamela Ciszewski 8300 International Drive Wausau, WI 54401 12/16/2022

# CITY OF WAUSAU REQUEST FOR PROFESSIONAL JANITORIAL SERVICES

## **UNDERSTANDING OF REQUESTED SERVICE**

Request of services are outlined in the proposal that was provided by the city. Each location will have the same or similar list on the cleaning carts to ensure adequate scope of the work is being completed, also to be used as a check off list for our employees. I have also included in the packet a list of our guideline we use for employees at Hands-On Cleaning. This list is handed to each employee in their handbooks when they start employment. It's used as training purpose when we hold monthly employee meetings to discuss what or how we can do our job better as a company.

#### **COMPANY'S STAFFING & CAPABILTY OF MAINTAINING LEVEL OF WORK**

We take pride in working next to or with our employee's. We at Hands-On Cleaning run in groups. Each group includes either myself, and or a supervisor. Working in groups ensures the scope of the work is being completed in a timely manner and the quality of work is being done to the best of our ability each and every time. We are able to clean many locations each night with having several people working. At Hands-On Cleaning we believe in a second chance. We try to give our employees guidance and opportunity with employment to make a difference in their community in doing better, being better! We take pride in having the line of communication open day or night. Let it be an email or phone call, we will make necessary adjustments to correct issues if required, or be able to provide services if an unforeseen situation should occur (water damage, smoke, mold).

Our equipment is Hepa approved. The vacuums we use have two filters, to help minimize releasing particles back into the air. With these vacuums, we have the ability to clean carpets along with hard flooring. We have two hot water extraction vans. We are able to use both vans when doing flooring, and have six employees working at the same time to complete the task at hand. With being IICRC certified, we have the capability and equipment to provide services as requested, from Janitorial to special needed projects.

#### REFERENCES

I know only two were required, but I have provided you with several different companies. They range from factories to dentist office. Most if not all, we have been providing services since 2008.

Midstate Truck Service: Tom Vandehey-715-301-9241 tomv@midstatetruck.com

<u>Schuette Inc.</u>: Marnie Bredlau-Human Resource Director 715-355-4500 ext.308 (Office) 414-688-0623 (cell) <u>MBredlau@schuettemetals.com</u>

Eastbay DC. Corp & Oshkosh: Rich Shernell-Reginal Facilities Manager 414-357-4001 (office) 414-559-3668 (cell) rshernell@footlocker.com

Mosinee Family Dental: Leah Bouton 715-693-4530 (office) 715-432-6794 lbouton@mosineefamilydental.com

<u>Piper Products Inc</u>: Roger July *Supervisor, Warehouse* 300 S 84th Ave, Wausau, WI Desk +1 (715) 804-8714 Office +1 (715) 804-8714 rogerjuly@piperproducts.com

#### **ABILITY TO PERFORM ADDITIONAL SERVICES**

We are **IICRC certified**, I've included a copy of our certificates of services we're trained and certified in. We currently have two hot water extraction vans. With these vans we have the capability to clean carpets, ceramic tile, and rubber flooring. We have all the required equipment to strip and wax tile flooring including: floor scrubbing machines, wet vac's, floor polishers, air movers, air scrubbers, commercial dehumidifiers, and commercial driers. Everything we're certified in; we carry the necessary equipment to provide the service requested. Our circle is big and we have the ability to help obtain service to get a task completed if it should require a service that we are unable to provide.

Carpet Cleaning=.28 to .30 cents a sqft

Ceramic Tile Cleaning=.40 cents a sqft

Rubber Flooring Cleaning=.40 cents a sqft

VCT=.75 cents a sqft (strip, polish, wax)

Janitorial Cleaning=\$30 per hour

Window Cleaning=\$25.00 per hour

# HANDS-ON CLEANING

#### **Contractors Summary**

We have been in business for 17 years. I have over 30 years experience in providing janitorial services. With my employees we provide a life time of experience. Our belief is not only should your workplace look clean, it should also smell and feel clean. It's our job as a janitorial service to provide you with a clean work environment. Hands-On Cleaning's motto is to go "Above and Beyond" what is required of us. Working as a team and with proper training we can deliver quality service each and every time.

For seventeen years we have provided janitorial services with little to no incidents, have completed the work in a timely manner, and without any recorded injuries or non-completion of requested duties.

We provide services to numerous businesses throughout Marathon County (Weston, Schofield, Rothschild, Marathon and Mosinee). These businesses consist of factories, dentist offices, call centers, trucking companies, and much more. Most of which we have been providing services for many years. Some of the companies we clean are similar in duties of what is being requesting. We run in groups of 2 to 4 people which allows us the ability to be in and out of buildings faster, and helps with the safety of our people with more than one person in the building.

The following people are authorized to sign contracts for Hands-On Cleaning: Pamela Ciszewski or Tim Ciszewski.

#### **Capabilities**

Hands-On Cleaning is a full-service cleaning company, we are certified with IICRC in doing numerous services that are being requested. Our certificates from IICRC are as follows: Carpet Cleaning Technician, Stone, Masonry & Ceramic Tile Cleaning, Strip/Wax, Carpet Repair, Air Duct, Fire and Smoke Restoration, Water Restoration, and Mold.

We take pride in having the tools, equipment, and ability to provide all or any request that is asked of us. Hands-On Cleaning will not sub contract any work to perform these tasks, all services that are required as a janitorial service is provided solely by us.

### **Expecting Results**

Janitorial Cleaning: We provide our employees with training that allows them to perform the duties requested. In this training, we show them how to dust, wipe down offices, vacuum, sweep, mop and proper disposal of garbage and recycling. We provide our employees with guide lines on how to clean common areas within a company (bathrooms, offices, breakrooms). I have provided a copy of "How we do things at Hands-On Cleaning".

**Carpet cleaning:** We have a full-service van. Our vans are a hot water extraction or steam cleaning. We have the capability to run 2 vans, with each running a wand at the same time. The temperate of the water is run between 240 to 280 degrees. We put a pre-spray that allows the dirt particles to loosen, then we use an encapsulation machine. This machine has three heads that turn 360 degrees at the same time, this allows the dirt to lift to the top and helps restore the carpet fibers or to stand up so to speak. We then use a carpet wand to apply a rinse. With this rinse, we neutralize the PH levels allowing us to lift the dirt from the carpet.

**Stone, Masonry & Ceramic Tile Cleaning:** Again, with the vans we are able to pre-spray the tile with a specific cleaner for each task. We then use a rotor that has brushes, and work into the tile and grout. This allows the dirt to loosen and lift from the grout. We then pressure wash with a tool that allows us to apply water with force. Once dry, we reseal the grout. Resealing the grout helps with future build up in the grout lines.

**Strip and Waxing:** We apply stripper and use a buffing machine to get the old wax off. Once liquefied, we use a machine that lifts stripper and wax off the floor and rinse with a small zamboni using water. Once dry, we can start the coats of wax. Each coat of wax takes 45 minutes or longer to dry. Hands-On Cleaning applies one coat of sealer and 4 coats of wax.

**Carpet Repair and spot removal:** We are certified in treating stubborn spots. With our spot removal kit, we are able to remove or lighten stubborn spots such as coffee, gum, and red liquids to name a few. We also are trained in minor carpet repair.

**Window Cleaning:** We use an environmentally safe solution when cleaning windows. With this we saturate the window with a mixture using a soft wool applicator pad. We then use a squeegee to remove the mixture with a streak free finish. Using a drying towel to wipe up the excess that is left behind. With this procedure we are happy to provide you with a clean streak free window.

### **Communication**

Hands-On Cleaning provides many ways of communication. We provide at each location a communication book that allows issues or concerns to be addressed. With this book individuals are able to write what special task they may need done or if we missed or forgot something.

With our phones we are able to text, receive emails and or call. If immediate task or delay needs to be addressed the following people can be contacted 24/7.

Pamela Ciszewski (Owner/Manager) 715-573-6357 or <u>handsoncleaning4@gmail.com</u>. Tim Ciszewski (Manager) 715-581-3385 or <u>timncheese@gmail.com</u> Mary Laska (Supervisor) 715-581-5257 or <u>laskamary57@gmail.com</u>

### Equipment

### Janitorial Cleaning following equipment is used

Janitorial cart-Broom-Dust mop-Dust pan-Hepa Vacuum-Toilet Brush-Mop Handle/Mop Head-Wringer Mop Bucket-Glass Cleaning Towels-Wiping Towels-Water Bucket Swiffer Dusters

### Carpet Cleaning and Ceramic Tile Cleaning following equipment is used

Carpet Van or Hot Extraction (Steam Clean)-Wand-Pressure Washer made for Tile and grout cleaning-rotor with brushes-Encapsulation Machine

### Strip/Wax of Floors following equipment is used

Buffing Machine-Stripper Pads-Small Zamboni-Floor Scrubbing Machine-Mop Buckets-Mop Handles/Mop Heads-Fans-Wax Applicator-Applicator finishing pads

### Window Cleaning

Bucket-Ladder-Extension Pole-Wool Applicator Head-Squeegee Handle-Drying Towels

### **Cleaning Products**

Pumice stones, Windex, Dawn Dish Soap, Bar Keepers Scoring Powder, Cinch Liquid Cleanser, Maxima Disinfect Cleaner, Murphy Oil Soap, Stainless Steel Magic, Mr. Clean Antibacterial, Soft Scrub with bleach, Comet, Odor Ban, Pledge, Natural Floor Cleaner and White Ocean Toilet & Tub Cleaner

# **Expense Break Down**

See sheets provided. Each location is listed with specialty projects. Breakdown of Janitorial Services by the day, week, month and year and also by number of times a week.

# **Scheduling by Location**

Quote includes, once a week, twice a week and three times a week. The more we are able to come in and clean the easier it is to keep on the task in providing a Cleaner, Healthier, and More Presentable Workplace!!!

### Insurance

Proof of Commercial General Liability Insurance, Automobile Liability Insurance, Workers Compensation and Employers' Liability will be available as request.

### HANDS-ON CLEANING LLC Cleaning of Office's List for training of new and old employee's

### Entry doors*daily

1. Windex all windows/ and side lights

2. Wipe down doors wood/steel or glass

3. Wipe down door handle

4. Wipe down kick plate

### Window/Blinds*daily

1.Windex window or spot check smudges

2. Dust/Wipe all blinds

### **Desk*daily**

1.Wipe down, tops, sides

2. Underneath*bi-weekly

3 .Wipe under keyboards, staplers, tape dispensers, standing file shelves, computer speakers, other than personal papers we should be picking up almost everything

4. Front/Top & Sides of all file cabinets connected to the desk

### <u>Cubical</u>

1. Wipe tops of cubical once a week unless otherwise indicated

### Garbage/Recycle

1.Empty garbage/recycle bins

2. Wipe down garbage/recycle cans as needed

### Chairs (weekly)

1. Wipe down the office chairs, getting the tops/sides/bottom using a damp cloth on the materiel to remove any dust build up/ some cases may only require a dry towel

2. Wiping down the legs of the guest chairs front and back

### Computer Screens/keyboards/speakers (weekly)

1.With a dry micro fiber cloth to remove the dust

2.Wipe speakers and keyboards

3.Tops of Modems/towers

### File Cabinets on desk and separate from desk

1.Wipe down the face/ sides and tops *making sure there are no streaks

### Printer/Copy Machines

1.Wiping the tops and sides*daily

2. Bi-weekly getting underneath the ones we can

### Floors*daily

1.Vacuum the carpets/throw rugs daily*making sure we pick up garbage cans weekly to vacuum under

2.Sweep and then mop all hard floors picking up items to get underneath them

### **Registers/ Heating Ducts*weekly**

1.Wiping down the tops

2.Vacuuming the ceiling ones *as needed

### Light switches/Electrical Sockets

1.Wiping down the lights *daily

2.Tops of the plug ins using a damp towel*as needed (bi-weekly)

### Hanging Pictures/Frames/Awards

1.Wiping tops with a damp towel

2. Using windex to remove smudges or smears from the glass

### Base boards*bi-weekly

1.Wiping down with damp clot

### How HANDS-ON CLEANING LLC Cleans Restrooms

### **Toilets**

1. Squirt Comet or Toilet bowl cleaner under the rim of the toilet

Using the scrub brush making sure are getting under the rim and scrubbing all the way around

2. Spraying with Bleach spray the tank getting the top, sides, front & handles also spraying the lid, seat, full base of toilet to where it's bolted on the floor

3. Make sure when wiping we are getting the inside and out of the lid and seat

4. Once a week getting behind the toilets and catching the water supply or shut off valve

### <u>Urinals</u>

1. Squirt Comet, or toilet bowl cleaner getting under the rim on top and bottom of the Urinals

Using the scrub brush making sure are getting under the rim and scrubbing all the way around, sides and bottom

2. Spraying with Disinfect Cleaner the base getting the top, sides, front & handles also spraying all the way to the floor also getting between the tank and the seat *wipe dry

3. Hanging Urinals we need to make sure we are getting underneath were urine seems to build up

4. after full cleaned spray Bleach Cleaner in Urinals to help with smell and keeping clean

### <u>Sinks</u>

1. Use Soft Scrub with Bleach (little goes a long way) get towel little wet wipe dry getting the faucet handles and spout. Picking up soap dispensers and any other items to wipe under them no need to rinse out

2. Use a Magic Eraser to remove stubborn spots/Pumie Stone

3. Making sure once a week we wiping down the plumbing for dust build up

4. Spray and Wipe down all counter tops

5. Weekly wipe down all Cabinets

6. Daily Refill Soap Dispenser when or if required

7. Weekly Wiping the walls of stains using Magic Eraser for stubborn stains

### Mirrors & Over Head Lights

1. Spray Windex on Mirrors wipe dry getting the top ledge of mirrors

2. Dusting the tops of the lights

### Light Switches& Registers

1. Wiping Clean the Light Switches

2. Wiping down the tops of Heat Registers

### **Toilet and Towel Dispensers**

1. Wipe down tops of Toilet Dispensers tops, or and holders removing the dust, dirt build up, change the roll when or if required to do so

3. Towel Dispensers wiping the tops and changing the roll when or if required doing so

### <u>Stalls</u>

1. Weekly Wiping down the full stall, getting the doors, both sides, the tops, the dividers and hinges for the door and where it's hooked to the wall

### <u>Floors</u>

1. Sweep getting around back of toilets, under cabinets and picking up the garbage cans to get underneath them.

2. Mopping the floors making sure weekly we are getting the tops of the tile or ledge

### Garbage's

1. Empty and replace all garbage's & wiping down Garbage containers as needed

### <u>Doors</u>

1. Daily wiping down the doors front and back

2. Daily if stainless steel plate to push on, making sure we using Glass Cleaner to remove finger prints

3. Use a Magic Eraser for stubborn marks

### **Showers**

1. Once a week spray down with Bleach, using Magic Eraser to remove stubborn spots Leaving it sit for a while, and rinse clean

### Misc. Items or Area's

### **Bubblers**

1. Spray daily with Disinfect Spray getting the base, and spout

2. Wipe down the sides and handle

3. Once a week using Stainless Steel Cleaner clean to restore the shine

### Lockers

1. Weekly wiping down the front of lockers and tops

2.. Use a Magic Eraser for stubborn marks

### **Hand Cleaning Stations**

1. Squirt Comet, or Bathroom Cleaner wipe dry getting the faucet handles and spout. Picking up soap dispensers and any other items to wipe under them

2. Use a Magic Eraser to remove stubborn spots

3. Making sure once a week we wiping down the plumbing for dust build up

4. Weekly wipe down all Cabinets

5. Daily Refill Soap Dispenser when or if required

6. Weekly Wiping the walls of stains using Magic Eraser for stubborn stains back splash of station

7. Weekly Wiping the walls of stains using Magic Eraser for stubborn stains where the towel dispensers are located

### How HANDS-ON CLEANING LLC Cleans Break Room & Conference Room Training for old and new employee's Starting with the door and working left to right

### Entry doors*daily

- 1. Windex all windows/ and side lights
- 2. Wipe down doors wood/steel or glass
- 3. Wipe down door handle
- 4. Wipe down kick plate

### Window/Blinds*weekly

1. Windex window or spot check smudges

2. Dust/Wipe all blinds *if bad use back pack vacuum first before wiping

### Garbage/Recycle*daily

1.Empty garbage/recycle bins*where required

2.Wipe down garbage/recycle cans as needed

### Chairs (bi-weekly) & Table tops

1. Wipe down the office chairs, getting the tops/sides/bottom using a damp cloth on the materiel to remove any dust build up/ some cases may only require a dry towel

2. Wiping down the legs of the guest chairs front and back

3.Stack or place on tops of table to get under for sweeping and mopping better*weekly

4. Wipe tops of tables down*Daily

### **Microwaves**

1. Cleaning the insides removing as much as the mess on the inside as possible

2. Wiping the top/side and door

3.Wiping underneath

### Vending Machines

1. Wiping the face and sides as needed

### Sinks/Counter tops/Cabinet doors and drawers

1. Wipe out the sink with a damp towel removing all food particles

2.Stainless steel cleaner as needed

3.Wipe down tops of cabinets/counter tops Picking up items to get underneath like coffee pots

4. Wipe down face and drawers of cabinets as needed

### Coffee Stations

1. Wipe down the face of the coffee pot machine

2. Making sure the tops and sides are clean

3.Getting underneath the coffee pot weekly to wipe clean

### **Refrigerators/Stoves**

1.Wiping down the face/sides/handles and tops as needed

### **Bubblers/Water supply station**

1.Wiping tops/sides/face/ and handles as needed

2.Stainless steel where required

### **Floors**

1.Vacuum the carpets/throw rugs*daily*making sure we pick up garbage cans weekly to vacuum under 2.Sweep and Mop all hard floors picking up items to get underneath them

### **Registers/ Heating Ducts**

1. Wiping down the tops as needed*weekly

2.Vacuum or sweep wit broom the ceiling ones as needed*bi-weekly

### Light switches/Electrical Sockets*daily

1. Wiping down the lights and tops of the plug ins using a damp towel

### **Tops of Pictures or Framing*daily**

1.Wiping tops off with a damp towel





Institute of Inspection Cleaning and Restoration Certification

# TIM N CISZEWSKI

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

APPLIED MICROBIAL REMEDIATION STONE, MASONRY & CERAMIC TILE ODOR CONTROL WATER DAMAGE RESTORATION UPHOLSTERY & FABRIC CLEANING FIRE & SMOKE DAMAGE RESTORATION CARPET CLEANING CARPET REPAIR & REINSTALLATION JOURNEYMAN TEXTILE CLEANER JOURNEYMAN FIRE & SMOKE RESTORER JOURNEYMAN WATER RESTORER

This registrant has pledged to perform services in these areas with skill, honesty, and integrity to provide the consumer with the highest standard of care and expertise.

157660

REGISTER NUMBER

07/31/2023 EXPIRATION DATE



**Company Background:** Accent Services, Inc. (ASI), was created from the consolidation of five prior acquisitions, of which has been providing outstanding commercial janitorial services to the Wisconsin/Michigan market since 1989. The consolidation of those brands has allowed the various Vonachen Family Companies to come together as one and strengthen our brand recognition and market presence in those regions. Our latest acquisition, Clearwater Janitorial, operates out of the Western Wisconsin market, and has operated under the same beliefs that what truly sets us apart from others is the fact that we're big enough to matter and small enough to care. Most importantly, the quality of our work depends on the quality of our people. That's why all applicants are carefully screened and undergo continuous training once hired to ensure they have the skills needed to successfully manage your project. We're proud to employ skilled professionals, and we treat them all with respect and fairness because we know that satisfied employees result in satisfied clients.

Acknowledgement of requested services: Accent Services, Inc. (ASI) has provided commercial janitorial services to the City of Wausau for over the past decade and is familiar with expectations and quality standards the City of Wausau expects. In addition, Accent Services, Inc. (ASI) will be providing full service of all scope in RFP without the use of sub-contractors for more precise control and higher quality standards. Quality Assurance is our number one priority. We employ standard operating procedures in all facets of our business and collect and analyze measurable data on every job to ensure we stay on track. Each month, we perform a Level 1 (image-based) internal quality assurance review at each customer location as well as utilizing an independent third-party auditor to evaluate the quality of our services on a quarterly basis which each client is provided copy of report.

### **Staffing Model:**

General Cleaner(s): On-site frontline employees execute the duties outlined in RFP

Project/Floor Tech: Perform all periodical/bi-annual duties outlined in RFP

**Supervisor:** Provides oversight to general cleaners and project technicians. This position also may fill in for open positions or call offs and performing routine quality checks.

**Area Operation Manager (AOM):** Reports to ROM, provides oversight to all on-sight staff. Oversees hiring, overall performance, training, etc. of services provided. Primary point of contact for client with access to company phone and email. This position also provides a 2nd layer of protection from call offs or open positions. Performs monthly level 1 quality audits.

Regional Operations Manager (ROM): Serves as escalation point/contractual point of contact.

### **References:**

#1 Mr. Steve Kaiser
 Director of Building & Grounds
 Mosinee School District
 715-693-2530
 <u>skaiser@mosineeschools.org</u>

#2 Mr. Mark Krutza
 Operations Supervisor
 Stevens Point Area Public School District
 715-345-5666
 mkrutza@pointschools.net

Additional Services (as requested): Accent Services, Inc. is well equipped to handle all related additional services outlined in RFP. Accent Services, Inc. home office is based in Wausau, WI with a fleet of vehicles and equipment to service any needs. Accent Services, Inc. owns entirely its own equipment line-up and has strong and exclusive relationships with rental partners Sunbelt and Nassco for any one-off equipment needs. Some outlined equipment but not limited to; ride on auto scrubbers, walk-behind auto scrubbers, single disks/swing machines, carpet extractors, Kia-vac's, transport vehicles, enclosed trailer, burnishers, Clorox 360 electrostatic sprayer, etc. Accent Services, Inc. project technicians are widely trained in a variety of project tasks, with the added benefit of one hourly flat rate to include equipment.

Submitted By/Contact:



 Parker Brown, Senior Regional Operations Manager

 715.896.8580

 2230 North 14th Ave.

 Wausau, WI 54401

E Parker.Brown@vonachengroup.com P 309.691.6202 W accent-services.com



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

Dept. of Public Works & Utilities

TO:	Finance Committee
FROM:	Eric Lindman, P.E. Director of Public Works & Utilities
DATE:	March 14, 2023
SUBJECT:	Budget Carry Over - Scott Street Bridge Fencing Installation Project

A project to install fence under the Scott Street Bridge was approved and funded in the amount of \$40,000 in the 2022 City budget. The objective of the fence is to prohibit access to the areas under the bridge due to safety, personal belongings being stored, excessive trash and public health concerns.

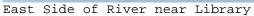
People are and have been camping, living and hanging out in the areas under the bridge. All of the areas that are being used for makeshift sheltering is public road right-of-way. Majority of the sheltering is taking place on the east side of the river. See below pictures from March 8, 2023 of all areas proposed for having fencing installed.

Originally this project was bid in 2022 as a joint project with WPS. WPS is going to place fencing around the area near the dam to keep people off the dam and the city approved placing fencing in areas under the bridge to prevent people from using this area for living and camping. The bids came in high in 2022 and the city portion needed an additional \$18,000. In the fall of 2022, a budget modification was presented to finance and council for the additional \$18,000, it was approved by the finance committee but not approved by the council. The primary reasons discussed were to wait for additional shelter space to open to have more places for individuals to go. Since last fall additional bed space has been made available.

In January 2023 WPS stated they would like to move forward with their portion of the work but since the bids were out of date the city prepared a new advertisement to rebid the project. Bids were received and were still above the city's 2022 budgeted project amount. To keep the project moving forward WPS has committed to paying the additional cost of the city's portion of work which is about \$14,000. The city's original 2022 budget of \$40,000 will NOT need to be increased as WPS will supplement the remaining cost of the project.

Since the funding was budgeted in 2022, the budget for the project will need to be carried over into 2023. This agenda item is to consider a budget carryover of \$40,000 from the 2022 budget to the 2023 budget for the approved Scott Street Fencing Project and accept the grant funding from WPS to fully complete the project.







East side of River near dam



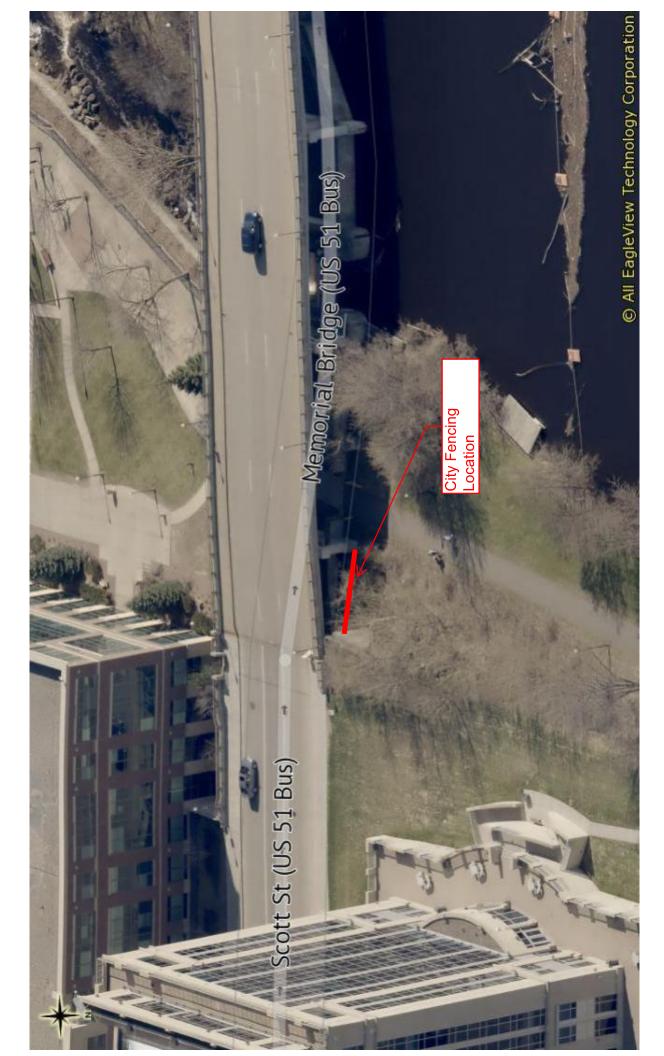


East side of river near library

West side of river near the Mandarin



# **Bridge Fencing NE Side**



04/30/2020

# **Bridge Fencing SE Side**





# **Bridge Fencing-West side**

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>			
Approving Modifica	tion of the 2022 Budget for	Fencing Project	
Committee Action: Fiscal Impact:	Approved 5-0 \$18,034		
File Number:	21-1109E	Date Introduced: Re-introduced:	September 13, 2022 (Tabled) September 27, 2022

		FISCAL	IMPACT SUMMARY
S	Budget Neutral	Yes□No⊠	
COSTS	Included in Budget:	Yes□No⊠	Budget Source: Capital Projects Funds
Õ	One-time Costs:	Yes⊠No□	Amount: \$18,034
	Recurring Costs:	Yes□No⊠	Amount:
	Fee Financed:	Yes No 🛛	Amount:
CE	Grant Financed:	Yes□No⊠	Amount:
	Debt Financed:	Yes No 🛛	Amount Annual Retirement
SOUR	TID Financed:	Yes No 🛛	Amount:
Ñ	TID Source: Increment	Revenue 🔀 Debt	Funds on Hand Interfund Loan

# **RESOLUTION**

**WHEREAS**, the City of Wausau is committed to maintain infrastructure and other capital assets in a timely fashion; and

WHEREAS, the Scott Street Bridge Fencing project has a budget shortfall; and

**WHEREAS**, the 2022 capital fund includes \$40,000 for the fencing project and the costs are \$58,034 with funding to come from unspent Capital Project Funds; and

**WHEREAS**, your Finance Committee has reviewed and recommends a budget modification to move the finance these projects as shown below with funds on hand:

Increase 150-236598290	Other Capital Improvements	\$18,034
------------------------	----------------------------	----------

**NOW THEREFORE BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

Katie Rosenberg, Mayor

### **FINANCE COMMITTEE**

Date and Time: Tuesday, August 23, 2022 @ 5:30 pm., Council Chambers Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny Others Present: Maryanne Groat, Jeremy Kopp, Ben Bliven, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Jamie Polley, Solomon King, Dustin Kraege

### Discussion and possible action regarding budget modification fencing project

Rasmussen stated this budget modification is a transfer request is for the Scott Street Bridge Fencing project shortfall and for Stewart Avenue 72nd to 28th Avenue real estate services shortfall.

Maryanne Groat pointed out the agenda item only states the fencing project and did not include the real estate services portion referred to in the resolution, so they should only approve the fencing transfer today and the real estate services will be brought to the next meeting.

Motion by Diny, second by Martens to approve the budget modification of \$18,034 for the Scott Street Bridge Fencing Project. Motion carried 5-0.

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

# **RESOLUTION OF THE FINANCE COMMITTEE**

Approving carryover funding of \$40,000 for the 2022 Scott Street Bridge Fencing Project to 2023

Committee Action:

Fiscal Impact:

None

File Number:

**Date Introduced:** March 14, 2023

FISCAL IMPACT SUMMARY				
S	Budget Neutral	Yes⊠No□		
COSTS	Included in Budget:	Yes No	Budget Source:	
Õ	One-time Costs:	Yes No	Amount:	
	Recurring Costs:	Yes No	Amount:	
	Fee Financed:	Yes No	Amount:	
CE	Grant Financed:	Yes	Amount:	
IRe	Debt Financed:	Yes No	Amount:	Annual Retirement
SOURCE	TID Financed:	Yes No	Amount:	
Š	TID Source: Increment R	evenue 🗌 Debt	Funds on Hand	🗌 Interfund Loan 🗌

# RESOLUTION

**WHEREAS**, the City of Wausau is committed to maintaining infrastructure and other capital assets in a timely fashion; and

WHEREAS, the Scott Street Bridge Fencing Project (Project) was part of the 2022 Infrastructure Capital Projects, approved by the City Council in November of 2021, as part of the 2022 budget in the amount of \$40,000; and

WHEREAS, Wisconsin Public Service ("WPS") indicated a willingness to contribute to the overall cost in an amount equal to the unit price bid for the WPS portion of the work, as they were desirous of securing the area around the dam; and

WHEREAS, on July 6, 2022, the Board of Public Works approved Fortress Fence and Zenith Tech, Inc. to bid on the 2022 Scott Street Bridge Fencing Project; on July 12, 2022, at a meeting of the Board of Public Works, one bid was received from Fortress Fence in the amount of \$92,173.26 (\$58,034 of which the City agreed with WPS to pay) which exceeded the amount for which the City had budgeted by \$18,034; and

WHEREAS, on August 10, 2022, the Board of Public Works awarded the project to Fortress Fence in the amount of \$92,172.36, contingent upon any necessary budget modifications through

Finance and committees as required; and

WHEREAS, on September 27, 2022, having tabled the matter from their September 13, 2022 meeting, the Common Council failed, on a vote of 5-4, to pass a Resolution of the Finance Committee Approving a modification of the 2022 Budget for the Fencing Project, as a two-third's vote is required for budget modifications; and

WHEREAS, on February 14, 2023, the Board of Public Works approved Fortress Fence to bid on the 2023 Scott Street Bridge Fencing Project, and rebid the project; and

WHEREAS, on February 22, 2023, the Board of Public Works opened bids for the 2023 Scott Street Bridge Fencing Project, and opened one bid from Fortress Fence in the amount of \$87,229.48 and took no action; and

WHEREAS, WPS has made a commitment to split the costs of \$87,229.48, by paying \$47,229.48; and

WHEREAS, your Finance Committee has reviewed and recommended approval of carryover funding from the 2022 budget to the 2023 budget in the amount of \$40,000 to pay the City's portion of the costs; and

**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 modify the 2023 budget by carrying over from the 2022 budget, \$40,000 in capital funds for the purpose of completing the 2022 Scott Street Bridge Fencing Project.

Approved:

Katie Rosenberg, Mayor

### AIRPORT COMMITTEE

Date and Time: Wednesday, March 8, 2023 @ 5:30 pm, Wausau Downtown Airport Members Present: Lisa Rasmussen (C), Lou Larson, Dennis Seitz, Pat Peckham Members Excused: Carol Lukens, Fred Prehn, Doug Diny Others Present: John Chmiel, Karl Kemper, Valerie Swanborg

### <u>Updates Regarding Airport Terminal Renovation, Boiler Replacement & Hangar 3 Door Replacement</u> <u>Project - Kemper Becher Hoppe</u>

John Chmiel commented funding and project facilitation through the BOA is not as efficient as it used to be. He stated they had wanted to get the boiler replaced for heat, but the terminal has had to be heated electronically all winter. The other thing they had wanted was to replace hangar door #3 last year. He indicated through meetings with the BOA regarding these urgent issues they were told both projects are reimbursable. He questioned if they'd agree consider to funding those projects initially. He pointed out the BOA has indicated their funding for both projects will likely be available before they are completed. Chmiel stated after discussion with Finance Director Maryanne Groat, he sent an email to the BOA that the city would agree to pay for the \$25,000 boiler project. He noted money has been set aside already for capital projects at the airport that can be used.

Chmiel stated the hangar door is a bigger expense at \$450,000 and will have to go through the process of approval by the Airport Committee, Finance Committee, and the Common Council that we agree to fund the project to be reimbursed by BIL funding through the BOA. (*See next agenda item*.)

Karl Kemper stated it was their goal to go out for bids on the terminal renovations this fall because the best time to do the work is during the winter slow season. Part of that project will fall under the same BIL funding source, where it must be sponsor funding upfront and reimbursed with BIL. The remainder of the project is eligible for AIP funding where you don't have to provide sponsor only funding upfront because any spaces that are designated for FBO use are considered a revenue generating project through AIP. If you perform a revenue generating project through AIP you can't accept a certain type of AIP funding for three years, so if we use BIL funding instead for the improvements of the FBO spaces those revenue generating strings are not attached. He stated the terminal improvements will therefore be broken up into two different funding sources between BIL and AIP.

Pat Peckham asked for an explanation of the FAA presence at the airport. Chmiel stated there are not any FAA personnel at the airport, but they do have equipment in an office in the terminal building they rent e from the city. The office contains radio equipment that is a signal for pilots to tap into to talk to the air traffic controllers in Minneapolis that control this area. It also has the frequency for flight service which is a part of the FAA that advises pilots regarding weather, notices to air missions, opening and closing flight plans. That space is designated for that radio equipment. He noted periodically FAA people will come in to do maintenance and/or check on their equipment. The FAA also maintain some of the lighting systems on the airport.

### Discussion and Possible Action Regarding Proceeding with City Owned Hangar #3 Door Replacement Project as Sponsor Only Funded Project Administered by Wisconsin Bureau of Aeronautics with 90% of Project Costs Anticipated to be Reimbursed with Bipartisan Infrastructure Law (BIL) Funding in 2023. Estimated Project Cost is \$450,000

Pat Peckham requested they ask for written confirmation or assurance of reimbursement. Chmiel indicated he would pursue that confirmation for the Finance Committee.

Motion by Peckham, second by Larson to approve. Motion carried 4-0.

# **Mary Goede**

Subject: FW: [EXTERNAL] Fw: AUW Hangar Door - Preparing to Bid

From: John Chmiel <taildraggerflyer@yahoo.com>
Sent: Thursday, March 9, 2023 11:30 AM
To: Mary Goede <Mary.Goede@ci.wausau.wi.us>
Subject: [EXTERNAL] Fw: AUW Hangar Door - Preparing to Bid

Mary,

Will you please include this information for the Finance Committee meeting and for the airport committee meeting. The airport committee meeting wanted proof that we would get reimbursed in 2023 and this is it.

јрс

"Keep your head on a swivel!"

John P. Chmiel,"Practicing the Art of Flight" Wausau Flying Service, Inc. Wausau Downtown Airport (715) 845-3400 taildraggerflyer@yahoo.com

----- Forwarded Message -----From: Karl R. Kemper <<u>kkemper@becherhoppe.com</u>> To: taildraggerflyer@yahoo.com <<u>taildraggerflyer@yahoo.com</u>>; Graczykowski, Mark - DOT <<u>mark.graczykowski@dot.wi.gov</u>> Cc: Minarcik, Daniel J - DOT <<u>daniel.minarcik@dot.wi.gov</u>>; MaryAnne Groat <<u>mgroat@ci.wausau.wi.us</u>> Sent: Thursday, March 9, 2023 at 11:05:03 AM CST Subject: FW: AUW Hangar Door - Preparing to Bid

John,

Below is the email from Mark indicating that BIL funding will be used to reimburse the City for the hangar door replacement project if it is administered through the BOA as Sponsor Only funded project initially. It's my understanding that after the project has been awarded, the BOA will apply for the BIL grant. After the BIL grant arrives from the FAA, 90% of the project costs will be reimbursed to the City.

Mark, will you please confirm that what I've stated is correct? The Airport Committee approved the project based on this process last night. Next it goes to Finance Committee, then City Council for approval. The City would like assurance that BIL reimbursement will occur if the above process is followed. One other question: Do you have an estimate of how long it will take for the BIL grant to arrive after the application is submitted?

Thank you,

### Karl R. Kemper, PE | President, Project Engineer

### **Becher-Hoppe Associates, Inc.**

330 N. 4th Street | Wausau, WI 54403

Mobile Phone: 715-551-5507

kkemper@becherhoppe.com | www.becherhoppe.com

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From: Graczykowski, Mark - DOT <<u>Mark.Graczykowski@dot.wi.gov</u>>
Sent: Monday, February 6, 2023 1:06 PM
To: Karl R. Kemper <<u>kkemper@becherhoppe.com</u>>; taildraggerflyer@yahoo.com
Cc: Messina, Matthew R - DOT <<u>Matthew.Messina@dot.wi.gov</u>>; Angela Chmiel <<u>flyacub@dwave.net</u>>; Minarcik, Daniel
J - DOT <<u>daniel.minarcik@dot.wi.gov</u>>; MaryAnne Groat <<u>mgroat@ci.wausau.wi.us</u>>
Subject: RE: AUW Hangar Door - Preparing to Bid

Karl and John,

Just to make sure I read this correctly, the boiler replacement is ready to go right now for funding and the hangar door is going to bid soon?

Since we can bundle multiple projects together for BIL between airports in one block grant, I'm in the process of the first steps for the next block grant right now so if the boiler is ready we can include it. If the bids are in for the hangar door in April (or sooner) we can include that in the next BIL block grant. We are not doing individual grants, because we'd have way too many grants to manage, so doing a quarterly BIL block grant.

As I mentioned during the sponsor call, BIL is NOT based on estimates, we need an approved quote for the boiler in the short term if that is going to be included.

As for the question on sponsor only, we would need something in the short term as the lag time due to our state process and the ultimate final grant offer will take some time for each round of BIL block grants. I have a form letter that programming issues when requesting these sponsor commitments that explains exactly why and I'm guessing MaryAnne would find this helpful in answering questions from anyone else at the City. The letter is for the exact amount we'll request with BIL. If the boiler quote is ready, I can send that letter today yet. One of the key points of the letter is that BIL is 100% reimbursable and hopefully we'll have the BIL grant before we'd ever send an invoice, but we need the sponsor commitment to sign contracts.

One last point, since the boiler serves the entire terminal we need to make sure the whole building is eligible. We had discussed this last week with Christina Sullivan at FAA during the Sponsor Meeting. We should review that soon BOA, BH and AUW, and then run it by FAA. Ultimately, BIL gets more scrutiny because it goes through FAA directly and we'd also be setting up the future terminal BIL request for quicker passage by having all parties on the same page for eligibility.

Karl thanks for including me when discussing funding.

Mark

### Mark Graczykowski, P.E.

Airport Program Engineer

WisDOT - Bureau of Aeronautics

Phone: 608-266-0902

Email: mark.graczykowski@dot.wi.gov



Upcoming Leave: 3/17 & 3/20-21

Upcoming Work Travel: 2/2

From: Karl R. Kemper <<u>kkemper@becherhoppe.com</u>>
Sent: Monday, February 06, 2023 12:00 PM
To: Minarcik, Daniel J - DOT <<u>daniel.minarcik@dot.wi.gov</u>>; taildraggerflyer@yahoo.com; MaryAnne Groat
<<u>mgroat@ci.wausau.wi.us</u>>; Graczykowski, Mark - DOT <<u>Mark.Graczykowski@dot.wi.gov</u>>
Cc: Messina, Matthew R - DOT <<u>Matthew.Messina@dot.wi.gov</u>>; Angela Chmiel <<u>flyacub@dwave.net</u>>
Subject: RE: AUW Hangar Door - Preparing to Bid

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**John**, In addition to providing confirmation of the City's approval to use sponsor only with BIL reimbursement for the boiler replacement, this same confirmation will be needed for the hangar door replacement.

An example draft email that you could consider sending BOA, after confirming with **Maryanne**, is below. **Dan** – please let us know if John would need to include any other info in his email.

Dan,

The City of Wausau approves of BOA proceeding with the projects listed below, which will initially be funded sponsor only, and reimbursed 90% with BIL funding.

- 1. Terminal boiler replacement. Estimated cost: \$24,999.
- 2. Hangar door replacement. Estimated cost: \$425,000.

**Mark**: How soon do you expect that the BIL reimbursement would come through? I believe the application for BIL grant can be made after bids are in hand, correct? Perhaps the City would not actually need to provide sponsor only funding, if the BIL grant arrives before project invoices come in, correct? I'm sure **Maryanne** will want to know this.

Thank you all,

### Karl R. Kemper, PE | President, Project Engineer

### Becher-Hoppe Associates, Inc.

330 N. 4th Street | Wausau, WI 54403

### kkemper@becherhoppe.com | www.becherhoppe.com

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From: Minarcik, Daniel J - DOT <<u>daniel.minarcik@dot.wi.gov</u>>
Sent: Monday, February 6, 2023 10:57 AM
To: Karl R. Kemper <<u>kkemper@becherhoppe.com</u>>; <u>taildraggerflyer@yahoo.com</u>
Cc: Messina, Matthew R - DOT <<u>Matthew.Messina@dot.wi.gov</u>>; Angela Chmiel <<u>flyacub@dwave.net</u>>
Subject: RE: AUW Hangar Door - Preparing to Bid

Hi Karl,

We were just getting confirmation on having it covered by BIL. The best approach is to take this Sponsor Only, then reimburse with BIL.

John,

We will need an email confirming the Sponsor Only to start the process.

Thank you,

**Dan Minarcik** 

Airport Development Engineer

WisDOT/DTIM/Bureau of Aeronautics

4822 Madison Yards Way, 5th Floor South

Madison, WI 53705-7914

608.266.1632



From: Karl R. Kemper <<u>kkemper@becherhoppe.com</u>>
Sent: Friday, February 3, 2023 10:45 AM
To: Minarcik, Daniel J - DOT <<u>daniel.minarcik@dot.wi.gov</u>>
Cc: Messina, Matthew R - DOT <<u>Matthew.Messina@dot.wi.gov</u>>; Angela Chmiel <<u>flyacub@dwave.net</u>>;
taildraggerflyer@yahoo.com
Subject: RE: AUW Hangar Door - Preparing to Bid
Importance: High

Hi Dan,

I'm checking in to see what is needed to get the boiler replacement contract awarded to August Winter using BIL funding per our discussion on Wednesday. Reminder that using BIL funding eliminates the need for revenue generating form.

I'm concerned that the contractor is going to withdraw their quote (attached) if we don't get it awarded soon, not to mention the general need to get the boiler installed ASAP.

Reminder that we are only planning to award the following:

i Removal of existing boiler & components	00 0832
I. Removal of existing police a components	

ii. Material & Equipment.....\$16,730.00

iii. Installation of new materials & startup.......\$8,269.00

Total award amount is \$24,999.

Thank you,

### Karl R. Kemper, PE | President, Project Engineer

### Becher-Hoppe Associates, Inc.

330 N. 4th Street | Wausau, WI 54403

Mobile Phone: 715-551-5507

kkemper@becherhoppe.com | www.becherhoppe.com

From: Minarcik, Daniel J - DOT <<u>daniel.minarcik@dot.wi.gov</u>>
Sent: Wednesday, January 25, 2023 7:53 AM
To: Karl R. Kemper <<u>kkemper@becherhoppe.com</u>>
Cc: Messina, Matthew R - DOT <<u>Matthew.Messina@dot.wi.gov</u>>; Angela Chmiel <<u>flyacub@dwave.net</u>>;
taildraggerflyer@yahoo.com
Subject: RE: AUW Hangar Door - Preparing to Bid

Hey Karl,

This would be something good to discuss at next week's Sponsor Workshop. I have forwarded your email on to Mark to make sure it is a topic for Wednesday, February 1st. We should be able to get back to you on specifics after the meeting.

Thank you,

Dan Minarcik

Airport Development Engineer

WisDOT/DTIM/Bureau of Aeronautics

4822 Madison Yards Way, 5th Floor South

Madison, WI 53705-7914

608.266.1632



From: Karl R. Kemper <<u>kkemper@becherhoppe.com</u>
Sent: Tuesday, January 24, 2023 4:16 PM
To: taildraggerflyer@yahoo.com; Minarcik, Daniel J - DOT <<u>daniel.minarcik@dot.wi.gov</u>
Cc: Messina, Matthew R - DOT <<u>Matthew.Messina@dot.wi.gov</u>
; Angela Chmiel <<u>flyacub@dwave.net</u>
Subject: AUW Hangar Door - Preparing to Bid

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John and Dan,

We've been working to generate additional interest among contractors for the hangar door replacement at Wausau Downtown Airport since the last bid iteration when bids were rejected (\$645k low bid amount).

I've met with two contractors on site since then, and have a meeting with another contractor set up for Thursday. One of the contractors recently provided me with a budgetary estimate of \$425k. I am working to get budgetary estimates from at least two other contractors.

I'd like to grease the skids for setting a bid opening date for this project, ideally in February. Will everyone be comfortable with awarding the contract if the low bid is \$425k?

I think there may be potential for the low bid to be lower than \$425k from at least one of the other two contractors that I hope will submit a bid. Again, we're trying to get budgetary estimates from them.

Thank you,

### Karl R. Kemper, PE | President, Project Engineer

### Becher-Hoppe Associates, Inc.

330 N. 4th Street | Wausau, WI 54403

Mobile Phone: 715-551-5507

kkemper@becherhoppe.com | www.becherhoppe.com



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

Purchase of goods or services under \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. 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.

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

Environmental Services for monitoring the Wausau EPA superfund site and related Wausau Chemical site by GHD Environmental Service.

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

The City of Wausau, Wausau Chemical and Marathon Electric were all listed as PRPs in the Wausau Super Fund Site. The EPA requires certain monitoring and maintenance work on the ground water contamination. Lonsdorf law firm assisted in this process and hired GHD to provide the over sight. Historically, the invoices came to the Lonsdorf law firm for payment. Lonsdorf then invoiced each of the PRP's based upon the superfund agreement. When Jim Lonsdorf retired he asked the City take over the financial administration of the program. The 2022 payments to GHD were \$93,894. The superfund site costs were \$63,257 and reimbursement from other parties totaled \$58,879 resulting in a net cost to the city of \$4,378. GHD also has been our long term environmental consultant for the Holtz Krause site. These costs are submitted to insurance for partial reimbursement.

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 seeking sole source approval to continue using GHD for these monitoring services. This agency has been assisting the City and the other PRP's through the entire pollution clean up and maintenance process. The institutional knowledge regarding PRP's obligations and the decree, the status of the pollution, the relationships developed with the DNR and EPA can't be easily replaced. We are not sure that the City would have the right to change consultants without prior approval from the EPA. In addition, it would be difficult to develop a RFP given the lack of knowledge staff has on this issue. Hiring someone without a defined role and failing to comply with the PRP agreement could expose the City and other PRP's to additional liability.

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

### No work has been done to seek alternate vendors or services.

5. How did you determine that the sole source vendor's price was reasonable? *Their billing discloses hourly rates and they appear reasonable.* 

- 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: Finance Department

Preparer: Maryanne Groat

Vendor Name: GHD LLC

*Expected amount of purchase or contract: approximately \$100,000* 

**Department Head Signature:** 

Maryanne Groat

Date: 3/11/2023

### **FINANCE COMMITTEE**

Date and Time: Tuesday, February 28, 2023 @ 5:30 pm., Council Chambers Members Present: Lisa Rasmussen, Michael Martens, Doug Diny, Carol Lukens, Sarah Watson Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Jeremy Kopp, Megan Neuman, Allen Wesolowski, Dustin Kraege, Kaitlyn Bernarde

### Discussion and possible action regarding budget modification for fuel tank upgrade for Metro Ride

Rasmussen explained the project was previously approved to do some replacement and subsequently they found there were proprietary pipes and fittings, pandemic parts delays and all sorts of issues. The project ended up being more expensive than what was originally estimated.

Maryanne Groat indicated she received an email from Greg Seubert just before his retirement with a project update. There is a shortfall on the project; there were two invoices dated October 2022 that remain unpaid. It was her understanding the project is complete except for a couple small changes. She stated the funding would come from Transit reserves.

Doug Diny was concerned about how this happened when back in June the process was sole sourced to Northwest Petroleum. He questioned if there should have been an RFP spelling out exactly what was to be done or if there was a miscommunication or vendor not coming through. Do we cancel the old PO and issue a new one or put in a change order? He had other questions and indicated he did not feel he had enough information to approve this. *Discussion continued*. https://www.youtube.com/watch?v=iVBL0Z8b5Ds

Diny requested postponing acting until they had some answers. The consensus was to wait to act until the March 14th meeting.



Office of the City Attorney

TEL: (715) 261-6590 FAX: (715) 261-6808 Anne L. Jacobson City Attorney

Tara G. Alfonso Assistant City Attorney

# Memorandum

Го:	Finance	Committee	Members
			. /

From: Anne Jacobson

Date: March 10, 2023

**Re:** Fuel Tank Upgrade Project with Northwest Petroleum

The Fuel Tank Upgrade Project was not bid similarly, as the low quote included work without replacing original underground piping, whereas the other two included in their quotes, replacement of pipe. The initial RFP was prepared by a now retired employee.

Thus, the procurement policy was followed in obtaining 3 quotes for a project required by the DATCP to come into compliance with regulations, and estimated to be below \$25,000. The Director kept documentation. The Director selected the vendor, Northwest Petroleum Service ("Northwest"), based upon their 10/14/21 proposal of \$21,200.25.

Council approved on 10/26/21, a budget modification of \$21,200.25 from reserves for the fuel tank upgrade.

On 11/20/21, a Purchase Order was completed, with the 3 quote summaries received, attached to it.

The project start was delayed in 2021 due to supply chain issues and an extension request for compliance was filed by Northwest with the DATCP. They started 3/21/22, and discovered proprietary fittings after a short time of hand digging, necessitating replacement of the underground piping, an expanded scope, and a revised quote. A new area light, pipe, dispenser sump and fuel dispenser were added to the project.

Council approved on 7/12/22, a budget modification of \$31,628.34 (\$23,044.15 for piping and \$8,584.19 for replacement of fuel dispenser and overhead light), as an additional cost, for a total cost of \$52,828.46.

By August of 2022, the entire job was complete, and to date, no amount has been paid to Northwest.

A Change Order was executed on 11/10/21, for the additional \$31,628.34 approved by Council.

Just prior to that, two invoices were received, both issued 10/17/22, in two separate amounts: \$21,183.06 and \$53,791.81. The Transit Director e-mailed the billing/collections manager on 11/14/22 about the two separate invoices, and no response could be located.

An email was received 11/28/22 from the new account manager (Northwest sold to another entity), indicating the invoices were now past due. The Director indicated he had asked for clarification and had not received a response. Transit staff and a representative of Northwest met on 12/13/22 to discuss the balances owed on the project. The Director understood the larger invoice replaced the smaller invoice, and Northwest intended for them to be cumulative. After review, the Director received a credit from Northwest on 1/4/23 of \$4,150, but did not see the e-mail, as he was on leave until his last day of work, 1/16/23.

Therefore, an outstanding Purchase Order exists for \$52,828.46, and with the credit, the total owed to Northwest is \$70,824.87, a difference of \$17,996.41, for which another budget modification is necessary. Payment in the full amount of \$70,824.87 is recommended.

# Fuel Tank Upgrade for Metro Ride Project Budget Update

After waiting months for equipment on back order and for the resolution of fuel dispenser issues, the project is now complete. However, before we can pay pending invoices, we need to resolve a misunderstanding regarding project cost estimates and total project cost.

After construction was initiated, the project scope changed due to unforeseen circumstances (see Request for Budget Modification attached). I requested a revised cost estimate which was subsequently approved by council. Total cost on the PO was adjusted accordingly.

When the project was substantially complete, Northwest sent two invoices – one for the original bid amount and one for the revised bid amount. I contacted them on the same day to point out the error.

We met with the project manager several weeks ago and he said his intent was that the second cost estimate be added to the first to represent total project cost. My understanding was that the second cost estimate represented total project cost, not the difference. He agreed to take another look at the project and see if he could shave some cost. He has now offered a credit of \$4,150. A revised project budget summary is below.

I was very surprised when the second estimate from Midwest came in as high as it did. I never imagined that their intent was to add it to the first estimate. I don't recall that scenario ever being discussed. At this point, pending invoices exceed authorized project budget by \$17,996.41.

Project Budget Summary		
Initial Price Quote	\$21,200.12	
Updated Price Quote	\$52,828.46	
Budget Modification Approved by Council	\$31,628.34	
Outstanding PO		\$52,828.46
Pending Invoice #86976	\$21,183.06	
Pending Invoice #86977	\$53,791.81	
Subtotal	\$74,974.87	
Less Northwest Petroleum Credit	\$4,150.00	
Total Due		\$70,824.87
Budget Shortfall		\$17,996.41

Prepared by: Greg Seubert Transit Director 1/15/2023 From: Shannon Geurink <sgeurink@NPSWausau.com>
Sent: Wednesday, January 4, 2023 11:28 AM
To: Greg Seubert <Greg.Seubert@ci.wausau.wi.us>
Subject: [EXTERNAL] RE: Metro Ride / 02-50104S City of Wausau / Northwest Petroleum >> Inv 86976 &
86977 & 122783 >> Payment Status??

Greg,

Hope the new year is starting off well for you. I went through the contracts and all billings. I will give Metro Ride a \$4,150.00 credit toward these projects.

If you have any questions, please let me know.

Thank You, Shannon Geurink

Shannon Geurink Sales/Construction Manager

Northwest Petroleum Service, Inc. 4080 N. 20th Ave. Wausau, WI 54401

Phone: 715.675.2084 Fax. 715.675.5507 Mobile: 715.574.4716 Email: <u>sgeurink@NPSwausau.com</u> Web: <u>www.NPSwausau.com</u> Follow us on <u>LinkedIn</u>



Confidentiality Notice: This message is intended for the recipient only. If you have received this e-mail in error please disregard.

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>					
Approving Modification of the 2022 Budget – Transit Fuel System Upgrade					
Committee Action:	Approved 5-0				
Fiscal Impact (2021):	\$31,628.34				
File Number:	21-1109F	Date Introduced: Jul	y 12, 2022		

		FISCAL	L IMPACT SUMMARY	
0	Budget Neutral	Yes□No⊠		
COSTS	Included in Budget:	Yes□No⊠	Budget Source: Transit Reserves	
0	One-time Costs:	Yes⊠No□	Amount: \$31,628.34	
	Recurring Costs:	Yes No 🛛	Amount:	
	Fee Financed:	Yes	Amount:	
B	Grant Financed:	Yes No	Amount:	
SOURCE	Debt Financed:	Yes No	Amount Annual Retirement	
lo	TID Financed:	Yes No	Amount:	
S	TID Source: Increment	Revenue 🗌 Debt	t 🗌 Funds on Hand 🛛 Interfund Loan 🗌	

# RESOLUTION

WHEREAS, MetroRide competitively procured price quotes to complete the work required to meet the new above ground fuel storage containment requirements beginning January 1, 2022; and

WHEREAS, the project was awarded to the low bidder; and

WHEREAS, as work progressed additional piping was required to be replaced at an additional cost; and

WHEREAS, the Finance Committee has reviewed the requests and recommends a budget modification to allow the completion of the mandated project:

Increase Expenses	164-11650	Transit Machinery and Equipment	\$ 31,628.34
Increase Revenue	164-33411	Transit Reserves	\$ 31,628.34

**BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as presented and to publish the budget modification on the City's website as required.

Approved:

Katie Rosenberg Mayor

# Request for Budget Modification Fuel Tank Upgrade for Metro Ride

#### **Impetus for the Project**

#### New Above Ground Fuel Storage Tank Secondary Containment Requirement

DATCP will be enforcing the following secondary containment requirements of Wisconsin Administrative Code ATCP 93 beginning January 1, 2022:

- <u>ATCP 93.500(5)(d)</u> All existing pipe connections at the top of the tank and beneath all freestanding pumps and dispensers that routinely contain product shall be placed within secondary containment sumps by January 1, 2021. (note: this deadline was extended to January 1, 2022)
- <u>ATCP 93.500(5)(f)(1)</u> Secondary containment sumps provided under this subsection shall have non-discriminating electronic sensors to detect liquids located in the lowest collection point of the sump, unless approved otherwise by the department.

Sites that are not in compliance with the requirements after January 1, 2022, will receive an administrative order to bring the site into compliance within 15 days as per <u>ATCP 93.115(3)(c)</u>. Sites that do not comply within the allotted 15 days will be red-tagged and subject to any applicable reinspection fees.

#### Project Status

Price quotes were received from three vendors in October 2021. Midwest Petroleum submitted the lowest price, in large part because they proposed the use of existing underground piping rather than replacing it. They also agreed to complete the project before the end of the year. The Finance Committee and Common Council approved funds for the project in the amount of the Midwest Petroleum price quote.

Vendor	Price
U.S. Petroleum	\$31,155.00
Walt's Petroleum	\$40,665.32
Midwest Petroleum	\$21,200.25

Midwest Petroleum could not proceed with construction before the end of the year because materials were on backorder. They sought and received an extension from the state to allow continued operation of our fueling facility. Once materials were available, work was scheduled to begin during the week of March 21st (spring break week when our fuel demand would be lower).

When Midwest Petroleum broke ground near the fuel storage tank, they discovered proprietary pipe couplings from a vendor that is no longer in business. They stopped work and informed us that those couplings are no longer available. As a result, the underground piping between the fuel tank and dispenser could not be used as originally proposed. We requested that they seek another extension from the state so we could complete the project in June when school is no longer in session.

Midwest Petroleum provided an updated price quote of \$44,244.27, which includes pipe replacement and associated construction costs. They also quoted the replacement of the fuel dispenser and overhead light (which we should have requested originally) for an additional \$8,584.

To determine reasonableness of the new price, I applied an inflation factor of 8.5% to the original price quotes from the other two vendors and added Midwest Petroleum's cost to date estimate of \$4,700. Costs to date would be paid even if the project were rebid.

					+ Midwest
	Original	Updated	Cost	+ Inflation	Cost
Vendor	Bid	Price	to Date	@ 8.5%	to Date
U.S. Petroleum	\$31,155.00	NA	NA	\$33,803.18	\$38,503.18
Walt's Petroleum	\$40,665.32	NA	NA	\$44,121.87	\$48,821.87
Midwest Petroleum	\$21,200.25	\$ 44,244.27	\$4,700.00		

Midwest Petroleum's price is not the lowest, but it seems reasonable. They have all parts and materials for our project on hand, and they are ready to proceed.

The current compliance enforcement extension issued by the State expires on September 1 and additional extensions will only be granted if parts are not available. Rebidding the project would delay completion and risk a shutdown of our fueling facility. Additionally, market conditions may drive prices higher than the current Midwest Petroleum bid.

#### **Request for Budget Modification**

I would like to accept the price quote submitted by Midwest Petroleum and proceed with the project. Please consider this a request for budget modification in the amount of \$31,628.34 which includes \$23,044.15 for pipe replacement and associated construction costs; and \$8,584.19 for replacement of the fuel dispenser and overhead light.

Prepared by: Greg Seubert Transit Director 6/23/2022

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>						
Authorizing the 2021	budget modification for M	etroRide to fund fue	el tank upgrades from reserves			
Committee Action: Fiscal Impact:	Approved 4-0					
File Number:	20-1109	Date Introduced:	October 26, 2021			

		FISCAL	IMPACT SUMMARY
0	Budget Neutral	Yes No 🛛	
COSTS	Included in Budget:	Yes No 🛛	Budget Source: MetroRide Surplus
0	One-time Costs:	Yes No	Amount:
	Recurring Costs:	Yes No 🛛	Amount:
	Fee Financed:	Yes No 🛛	Amount:
CE	Grant Financed:	Yes□No⊠	Amount:
IR	Debt Financed:	Yes No	Amount Annual Retirement
SOUR	TID Financed:	Yes No	Amount:
Ś	TID Source: Increment H	Revenue 🗌 Debt	Funds on Hand Interfund Loan

# RESOLUTION

WHEREAS, the fuel tanks are heavily regulated for safety by the State of Wisconsin and recent inspections of the MetroRide fuel tanks revealed that upgrades were *required* to maintain compliance at a cost of \$21,200.25 and

WHEREAS, the MetroRide has secured quotes for the work which is scheduled to be performed prior to yearend; and

WHEREAS, MetroRide has funds available in accumulated reserves to pay for the improvements; and

WHEREAS, your Finance Committee has reviewed and recommends a one-time transfer of \$21,200 from MetroRide Fund reserves to pay for the improvements:

164-11650 Machinery and Equipment \$21,200.25

**NOW, THEREFORE, BE IT RESOLVED**, that the proper city officials modify the budget as presented above and transfer to the MetroRide Fund.

Approved: Katie Rosenberg, Mayor

Approved By Jennifer Monton	FINANCE DEPARTME 407 GRANT STREET		Line Buver	-	NORTHWEST PETROLEUM SERV 4080 N 20TH AVE WAUSAU WI 54401	CITY OF WAUSAU 407 GRANT STREET PURCHASE ORDER WAUSAU, WI 54403-4783 Phone: /715/261-6644
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Order 52828.46	Total Purchase	52828.46	Line Item Total	אר		DATE ORDERED 11/10/21

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Total Purchase Order 21200.25		<u>Une Item Tatal</u> 21200.25			DATE ORDERED 11/10/21

# CITY OF WAUSAU PURCHASE ORDER COVER SHEET

DEPARTMENT:	CONTACT NAME:
Metro Ride	Greg Seubert
VENDOR:	COST:
Northwest Petroleum	\$52, 828.46

PURCHASE DESCRIPTION:

Install transition sump and replace underground piping, fuel dispenser and overhead light.



#### COMPETITIVE PURCHASING PROCESS DOCUMENTATION

PLEASE INDICATE YOUR QUOTE AND BID EFFORTS BELOW. THIS IS A MANDATORY FORM FOR ANY PURCHASES IN EXCESS OF \$10,000 AND SHOULD ACCOMPANY THE PURCHASE ORDER DOCUMENTATION AND BE REMITTED TO FINANCE

Quotes were received from three vendors and project was awarded to the lowest bidder. P.O. 33856 was issued in the amount of \$21,200.25. Project scope and price changed after construction was initiated. Finance committee and common council approved additional funds in the amount of \$31,628.34. P.O. total cost should be \$52,828.46

DPURCHASE OF GOODS OR CONTRACT SERVICES \$10,000 TO \$25,000 - WRITTEN QUOTES REQUIRED

☑QUOTE SUMMARY AND AT LEAST 3 QUOTES (ATTACHED)
□SOLE SOURCE JUSTIFICATION – APPROVED BY DEPT HEAD AND FINANCE DIRECTOR (ATTACHED)

D PURCHASE OF GOODS OR CONTRACT SERVICES GREATER THAN \$25,000 - FORMAL BID PROCESS REQUIRED

□PUBLIC CONSTRUCTION – FOLLOW STATE STATUTES □BIDS FORMALLY NOTICED □SEALED BIDS RECEIVED □BIDS OPENED AT BOARD OF PUBLIC WORKS □BID SUMMARY AND BIDS (ATTACHED) □SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED)

□PURCHASE OF <u>VOLATILE PRICING COMMODITIES</u> \$10,000 TO \$50,000 – *REQUIRES WRITTEN QUOTES* □QUOTE SUMMARY AND QUOTES (ATTACHED) □APPROVED SOLE SOURCE JUSTIFICATION (ATTACHED)

□PURCHASE OF <u>COMBINED GOODS AND SERVICES</u> OR <u>PROFESSIONAL SERVICES</u> UNDER \$25,000 -

COMPETITIVE PROCESS ENCOURAGED QUOTE SUMMARY (ATTACHED) QUOTES (ATTACHED) APPROVED SOLE SOURCE JUSTIFICATION (ATTACHED) OTHER PROCUREMENT DESCRIBE_____

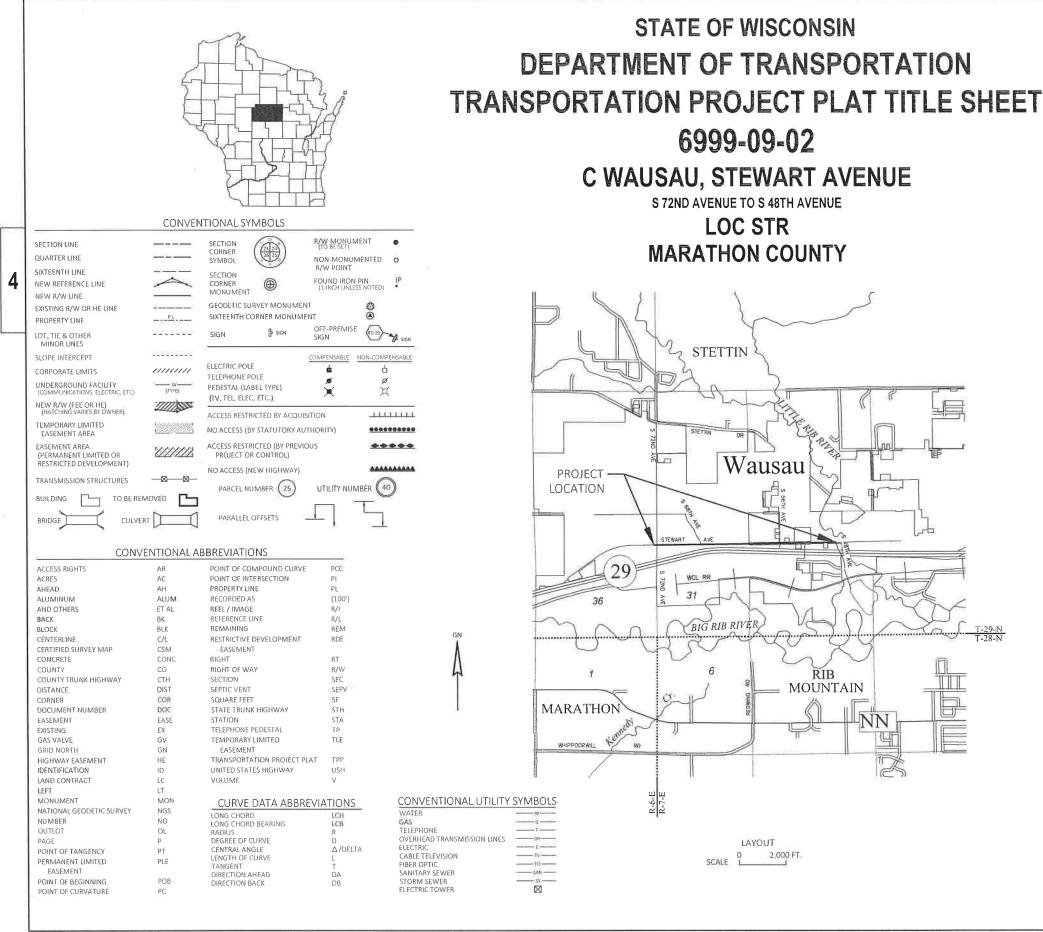
DPURCHASE OF COMBINED GOODS AND SERVICES OR PROFESSIONAL SERVICES OVER \$25,000 - FORMAL

RFP PROCESS REQUIRED □FORMAL RFP (ATTACHED) □RFP FORMALLY NOTICED □PROPOSALS OPENED AT BOARD OF PUBLIC WORKS □PROPOSAL SUMMARY AND PROPOSALS (ATTACHED) □SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED) □COOPERATIVE PURCHASING PROGRAM/AGREEMENT(such as NJPA/State of Wisconsin)

#### □PURCHASING EXEMPTION – SOFTWARE MAINTENANCE AND SUPPORT PROCURED FROM PROPRIETARY OWNER, ORIGINAL MANUFACTURER MAINTENANCE AND PARTS, INSURANCE SERVICES AND PRODUCTS FROM CVMIC AND TMIC

ADDTL INFO:

Revised 2/23/2021



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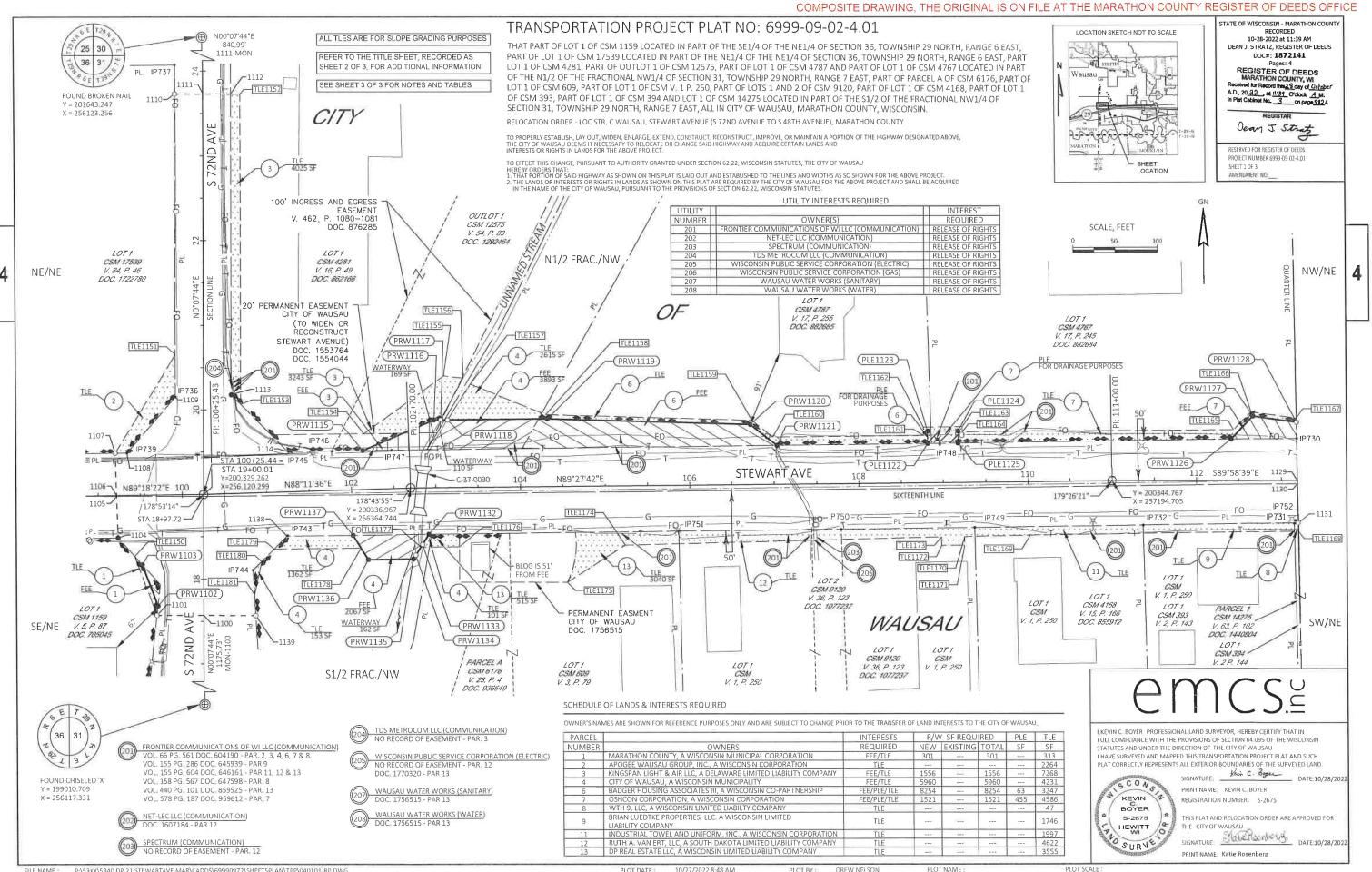
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ES DEPICTED IN THE NON-ACQUISITION AREAS ARE II S DETERMINED FROM PREVIOUS PROJECTS, OTHER F IG PAVEMENTS.		
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IE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PI	ERPENDICULAR TO THE NEW	
PEASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PU TO OPERATE NECESSARY EQUIPMENT THEREON, THI FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT IV VEGETATION THAT THE HIGHWAY AUTHORITIES M HE COMPLETION OF THE CONSTRUCTION PROJECT FO	E RIGHT OF INGRESS AND EGRESS, TO PRESERVE, PROTECT, REMOVE, IAY DEEM DESIRABLE. ALL (TLES) ON	
D EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION A JDING THE RIGHT TO OPERATE NECESSARY EQUIPMI AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, EMOVE, OR PLANT THEREON ANY VEGETATION THAT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO A JID LANDS OR TO FLATTEN THE SLOPES, PROVIDING S Y AFFECT THE HIGHWAY FACILITIES,	ENT THEREON AND THE RIGHT OF INCLUDING THE RIGHT TO THE HIGHWAY AUTHORITIES MAY JAKE OR CONSTRUCT	
IN ON THIS PLAT ARE DRAWN FROM DATA DERIVED DR EXISTING OCCUPATIONAL LINES, THIS PLAT MAY N NES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT EY_	IOT BE A TRUE REPRESENTATION OF	
ESS/DRIVEWAY INFORMATION, CONTACT THE CITY (	DF WAUSAU OR	
DENTIFICATION NUMBERS MAY NOT POINT TO ALL A	REAS OF ACQUISITION, AS NOTED ON	
E BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POIN ON THE TPP DETAIL PAGES.	TS OF REFERENCE AND ACCESS	
'n		_
	PROJECT NUMBER 6999-09-02 4 01 SHEET 2 OF 3 AMENDMENT NO:	



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10/27/2022 8:48 AM PLOT BY :: PLOT NAME :

#### NOTES

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POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET, VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"X24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2{13}, R/W PLAT 1053-06-21, CSM V. 1 P. 250, CSM 393, CSM 394, CSM 609, CSM 1159, CSM 4168, CSM 4281, CSM 4767, CSM 4787, CSM 6176, CSM 9120, CSM 12575, CSM 14275, CSM 17539, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 72ND AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM 1159, CSM 4281, CSM 17539, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, DOCUMENT 866506, DOCUMENT 886119, DOCUMENT 902560. DOCUMENT 929270, DOCUMENT 10530621, DOCUMENT 1120662, AND DOCUMENT 1140608.

EXISTING ACCESS CONTROL ALONG S 72ND AVE AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, AND DOCUMENT 10530621.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3, FOR ADDITIONAL INFORMATION EXTENSION SHEET

CO	JRSE TABLE	
COURSE	BEARING	DISTANCE
1100-1101	N89° 52' 16"W	55,95'
1101-PRW1102	N06° 27' 35"E	11.09'
RW1102-PRW1103	N20° 36' 33"W	52,12'
PRW1103-1104	N41° 57' 40"W	42.81'
1104-1105	N01° 44' 34"W	49.17'
1105-1106	N01° 44' 34"W	0.66'
1106-1107	N01° 44' 34"W	50,19'
1107-1108	N89° 17' 15"E	13.91'
1108-1109	N41° 17' 40"E	88.17'
1109-1110	N00° 08' 21"E	357.76'
1110-1111	S89° 51' 39"E	33.13'
1111-1112	S89" 51' 39"E	32.87'
1112-1113	S00° 08' 21"W	355.06'
1113-1114	S44° 42' 25"E	94_26'
1114-PRW1115	N89° 18' 27"E	88.65'
RW1115-PRW1116	N66° 56' 36"E	92.02'
RW1116-PRW1117	N89° 27' 42"E	7.91'
RW1117-PRW1118	N89" 27' 42"E	8.15'
RW1118-PRW1119	N89° 27' 42"E	117.94'
RW1119-PRW1120	S88° 23' 27"E	240.17'
RW1120-PRW1121	S51° 43' 48"E	39.78'
RW1121-PRW1126	N89° 18' 24"E_	537.47'
PRW1121-PLE1122	N89° 18' 19"E	178.00'
PLE1122-PLE1123	N00° 32' 18"W	14.45'
PLE1123-PLE1124	N89° 27' 42"E	36.00'
PLE1124-PLE1125	500° 32' 18"E	14,35'
PLE1125-PRW1126	N89° 18' 27"E	323.47'
RW1126-PRW1127	N43° 50' 19"E	37.55'
RW1127-PRW1128	S82° 08' 18"E	51.47'
PRW1128-1129	500" 48' 56"E	68.99'
1129-1130	500° 48' 56"E	3.79'
1130-1131	SOO° 48' 56"E	46.34'
1131-PRW1132	S89° 18' 27"W	1028.23'
RW1132-PRW1133	S32° 43' 30"W	14.06'
RW1133-PRW1134	S32° 43' 30"W	15.06'
RW1134-PRW1135	S32° 43' 30"W	5,52'
RW1135-PRW1136	S89° 17' 49"W	53.15'
RW1136-PRW1137	N31° 57' 48"W	33.84'
PRW1137-1138	S89° 18' 27"W	78.02'
1138-IP744	S44° 57' 28"W	56.73'
IP744-1139	S03° 08' 54"E	53.74'
1139-1100	N89° 52' 16"W	61-35'

STATIC	N & OFFSET	TABLE
POINT NO.	STATION	OFFSET
1P744	100+80.66	91.08'
1100	100+23.38	142.80'
1101	99+67.44	142.00'
PRW1102	99+68.82	131.00'
PRW1103	99+51.07	82.00'
1104	99+22.83	49.82'
1105	99+21,93	0.66'
1106	99+21.92	0.00'
1107	99+21.00	-50 18'
1108	99+34.91	-50,19'
1109	99+93.89	-115.72
1110	99+99.10	-473_44
1111	100+41.41	-472.74
1112	100+74.26	-471.62
1113	100+62,20	-116.76
1114	101+26.37	-47.71'
PRW1115	102+15.00	-45.99'
PRW1116	102+99.00	-80.00
PRW1117	103+06,91	-80.00
PRW1118	103+15.06	-80.00'
PRW1119	104+33.00	-80.00'
PRW1120	106+73.00	-71.00'
PRW1121	107+04.00	-46.07'
PRW1126	112+41.00	-48.90'
PRW1127	112+67.00	-76.00
PRW1128	113+17.99	-68.98'
1129	113+19.00	0.00'
1130	113+19.05	3.79'
1131	113+19.73	50.12'
PRW1132	102+91-00	55.04'
PRW1133	102+83.29	66.80'
PRW1134	102+75.03	79.39'
PRW1135	102+72.00	84.00'
PRW1136	102+17.00	83.00'
PRW1137	102+00-00	53.74'
1138	101+21.99	52.22'
1139	100+81.92	144.81

	TON & OFFSI	
POINT NO.	STATION	OFFSET
TLE1150	99+42.30	72.00'
TLE1151	99+94.63	-166.00
TLE1152	100+85.39	-471.24
TLE1153	100+73.00	-105 14
TLE1154	102+17.00	-65.95'
TLE1155	103+11.00	-132,00
TLE1156	103+34_24	-129.00
TLE1157	103+42.66	-122.00
TLE1158	104+31.00	-85.00'
TLE1159	106+75.00	-76.00'
TLE1160	106+99.00	-56,00'
TLE1161	108+77.00	-56.00'
TLE1162	108+77.00	-66,00'
TLE1163	109+23.00	-66.00'
TLE1164	109+23.00	-60.00'
TLE1165	112+44.00	-60.00'
TLE1166	112+65.00	-81.00'
TLE1167	113+17.92	-73.82'
TLE1168	113+19.87	59.91'
TLE1169	110+02.00	63.00'
TLE1170	109+24.00	64.00'
TLE1171	109+24.00	74.00'
TLE1172	108+97.00	74_00'
TLE1173	108+97.00	64.00'
TLE1174	105+23.00	70.00'
TLE1175	104+53.87	113.11
TLE1176	103+27.06	70.00'
TLE1177	102+81.18	70.00'
TLE1178	102+08.87	69.00'
TLE1179	101+06.28	67.00'
TLE1180	100+91.00	81.37'
TLE1181	100+81.34	120.00

_	EXIS	TING MONUMEN	TS
POINT Y (NORTHING)		Y (NORTHING) X (EASTING)	
IP730	200394.716	257413.049	1-1/4" O.D. IRON PIPE
IP731	200293,956	257409,569	7/8" IRON ROD
IP732	200292.063	257231.624	1-1/4" O.D. IRON PIPE
IP736	200444.574	256087.313	1-1/2" O.D. CAPPED PIF
IP737	200836.590	256088.283	3/4" REBAR
IP739	200378.266	256029.114	1-1/2" O.D. IRON PIPE
IP743	200280.578	256219.156	1-1/2" O.D. CAPPED PIF
IP744	200239.960	256178.372	1-1/2" O.D. CAPPED PIF
IP745	200380.062	256220.344	1-1/4" O.D. IRON PIPE
IP746	200380,325	256271.953	1-1/4" O.D. PIPE BENT S
IP747	200381.672	256342.092	3/4" IRON ROD
IP748	200388,055	256990,493	BROKEN FENCE POST
IP749	200289,814	257031,382	1-1/4" O.D. IRON PIPE
IP750	200287.853	256873,465	1-1/4" O.D. IRON PIPE
IP751	200285.966	256681.486	1-1/4" O.D. IRON PIPE
IP752	200297.679	257410.861	2-1/2" O.D. IRON PIPE

FILE NAME :	P:\53XX\5340 DP 21 STEWARTAVE MAR\CADDS\69990972\SHEETSPLAN\TPP\040101-RP DWG	
APPRAISAL PLAT	DATE : 10/26/2022	

#### COMPOSITE DRAWING, THE ORIGINAL IS ON FILE AT THE MARATHON COUNTY REGISTER OF DEEDS OFFICE

# TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.01

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

STATION & OFFSET TABLE					
POINT NO.	OFFSET				
IP744	18+10_84	58,27'			
1100	17+57_18	0.00'			
1101	17+57.18	-55.95'			
PRW1102	17+68.20	-54.72'			
PRW1103	18+16.94	-73.18'			
1109	20+15.26	-33 20'			
1110	23+73.02	-33.14'			
1111	23+73.01	0.00'			
1112	23+73.00	32.87'			
1113	20+17.94	32,80'			
1139	17+57.18	61.35'			

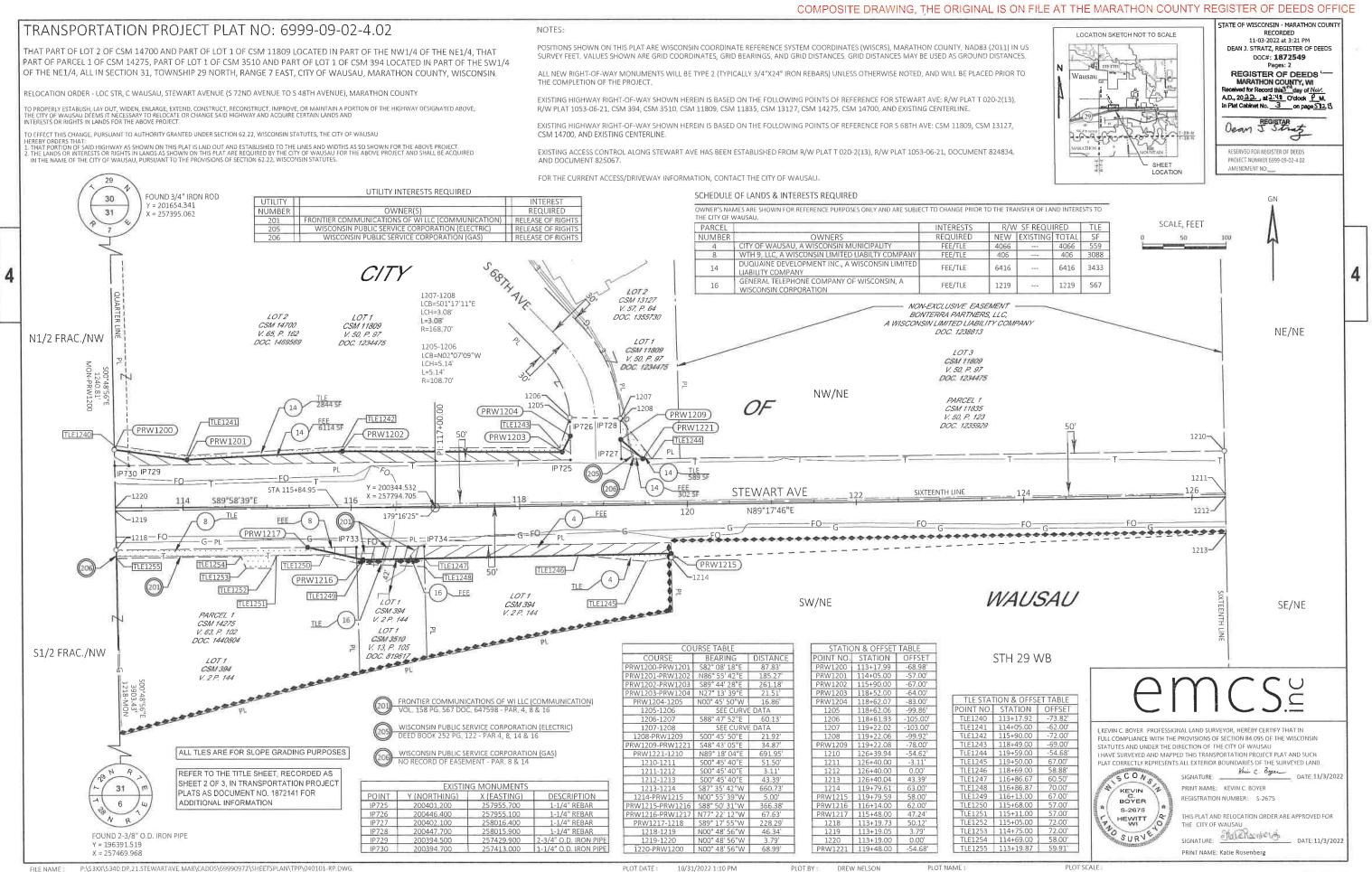
TLE STATION & OFFSET TABLE					
POINT NO.	POINT NO. STATION				
TLE1150	18+26.82	-82,10'			
TLE1151	20+65.54	-33 19'			
TLE1152	TLE1152 23+73.00				
TLE1153	20+06.69	43_99'			
TLE1179	18+35.77	83.06'			
TLE1180	18+20.90	68.28			
TLE1181	17+81.96	59.93'			

PLE STATION & OFFSET TABLE					
POINT NO.	STATION OFFSET				
PLE1122 108+82.00		-46.55'			
PLE1123	108+82.00	-61.00'			
PLE1124	109+18.00	-61.00'			
PLE1125	109+18.00	-46.65'			

PROJECT NU	MBER 699	9-09-02-4.01
SHEET 3 OF	3	
ALICHICKE	UT NO	

PLOT SCALE :

4



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APPRAISAL PLAT DATE : 10/27/2022

DREW NELSON

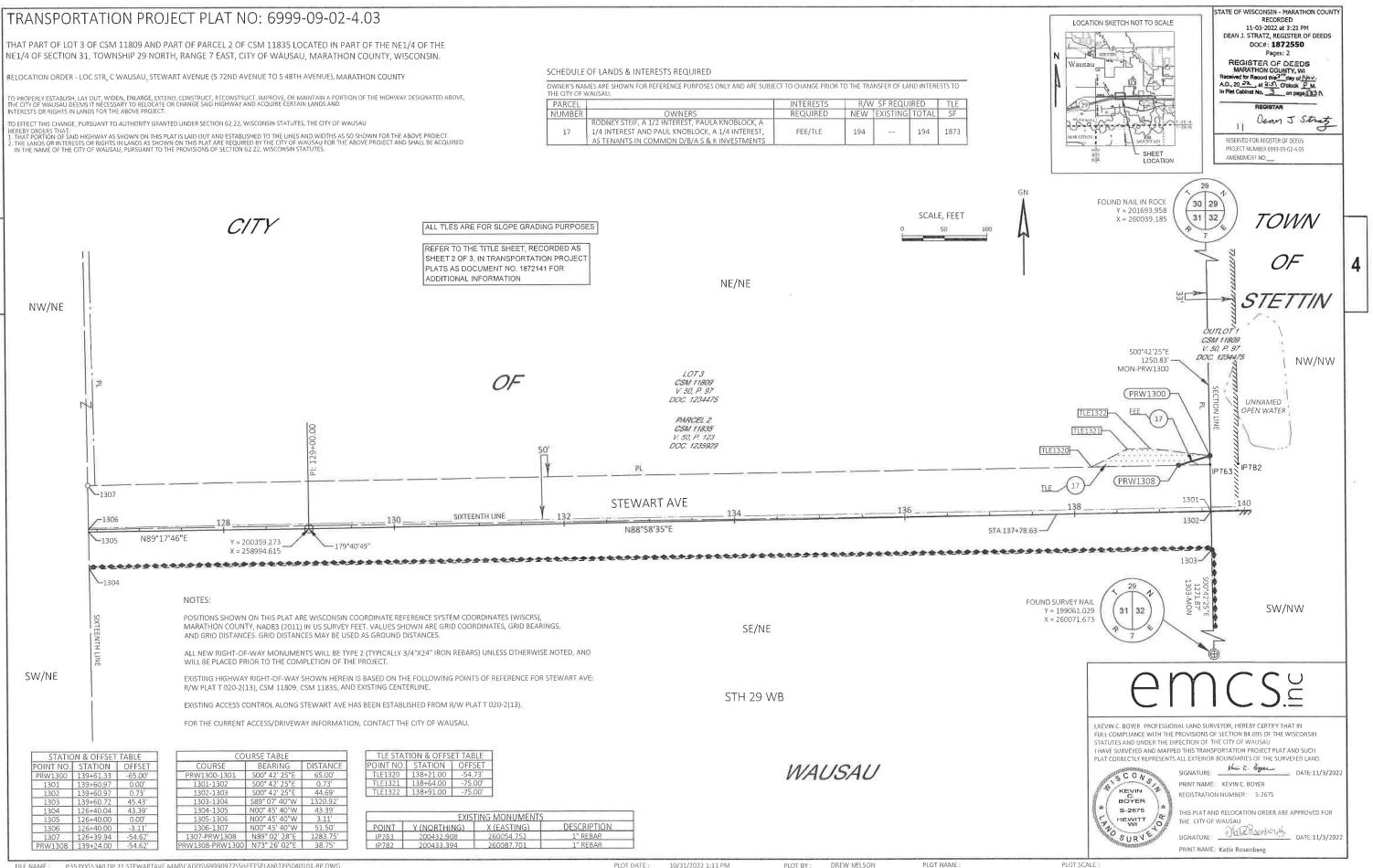
6999-09-02-4.02

O EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62-22, WISCONSIN STATUTES, THE CITY OF WAUSAU

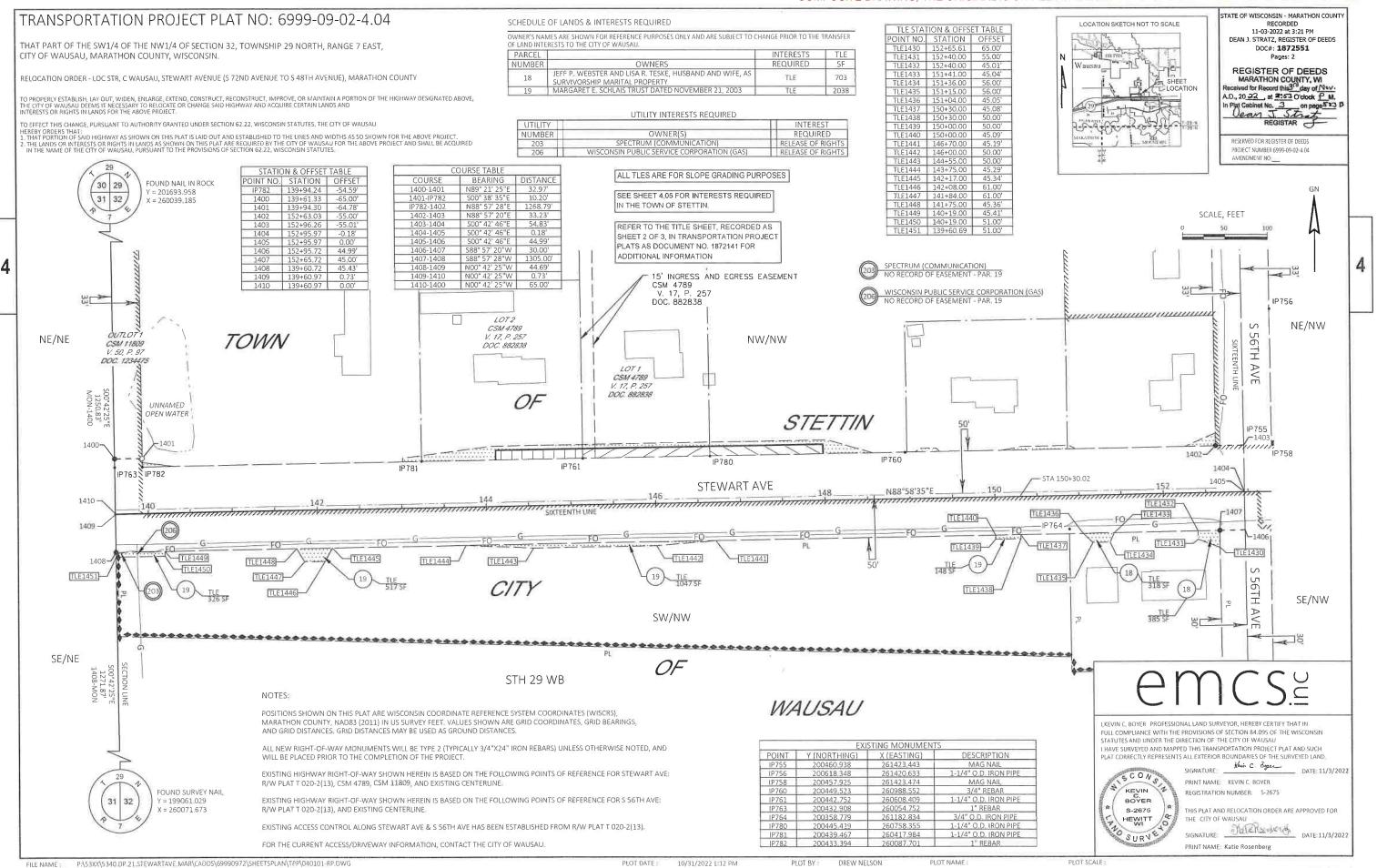
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NER'S NAMES ARE SHOWN	FOR REFERENCE PURPOSES	ONLY AND ARE SU	JBJECT TO CHANGE PRI-	OR TO THE TRANSFER (	OF LAND INTERESTS TO

THE CITY OF V	VAUSAU					
PARCEL		INTERESTS	R/W SF REQUIRED		TLE	
NUMBER	OWNERS	REQUIRED	NEW	EXISTING	TOTAL	SF
17	RODNEY STEIF, A 1/2 INTEREST, PAULA KNOBLOCK, A 1/4 INTEREST AND PAUL KNOBLOCK, A 1/4 INTEREST, AS TENANTS IN COMMON D/B/A S & K INVESTMENTS	FEE/TLE	194		194	1873

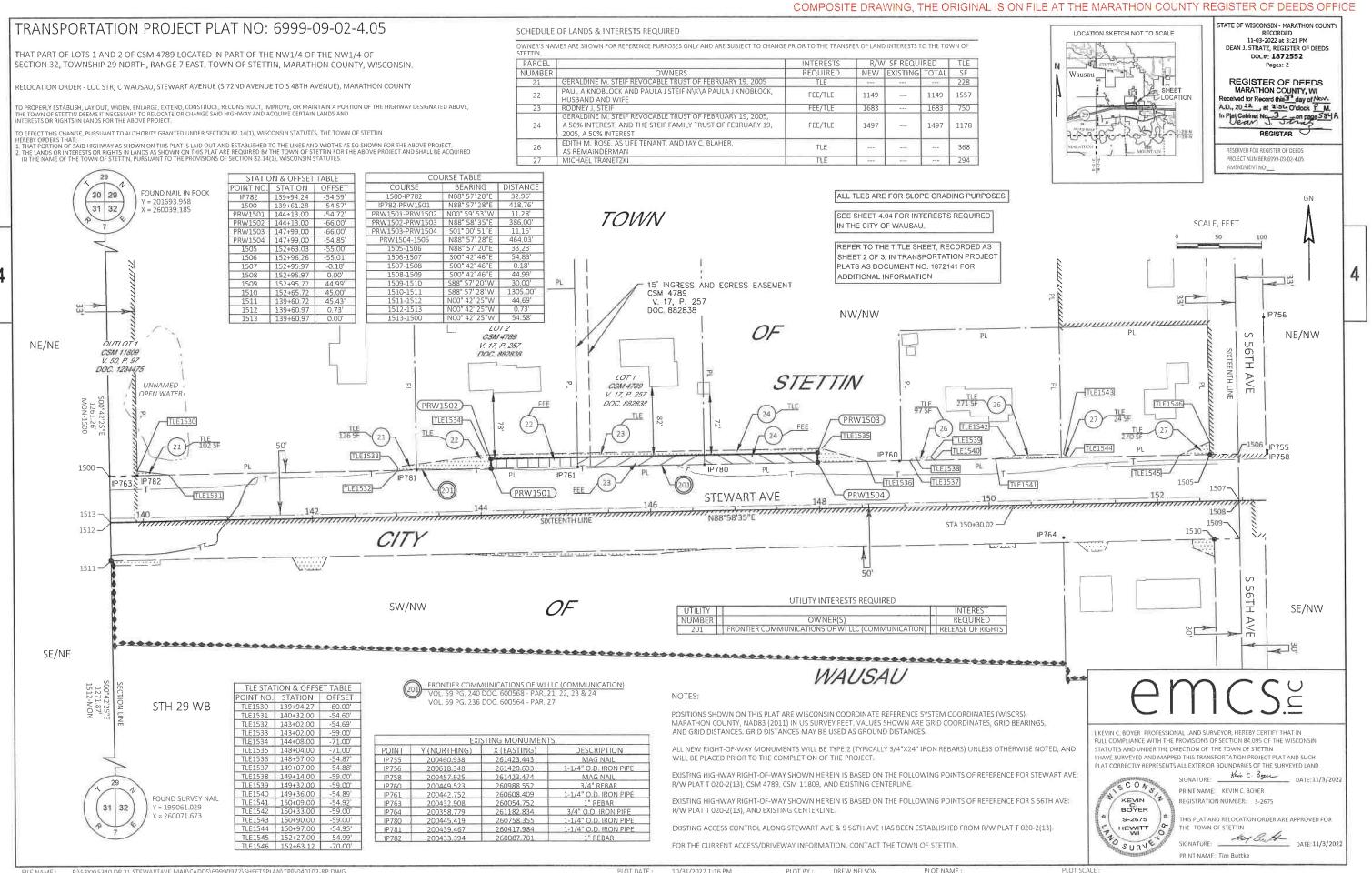


FILE NAME P:\53XX\5340.DP.21.STEWARTAVE.MAR\CADDS\69990972\SHEETSPLAN\TPP\040101-RP.DWG APPRAISAL PLAT DATE : 09/22/2022



FILE NAME :

APPRAISAL PLAT DATE: 09/22/2022

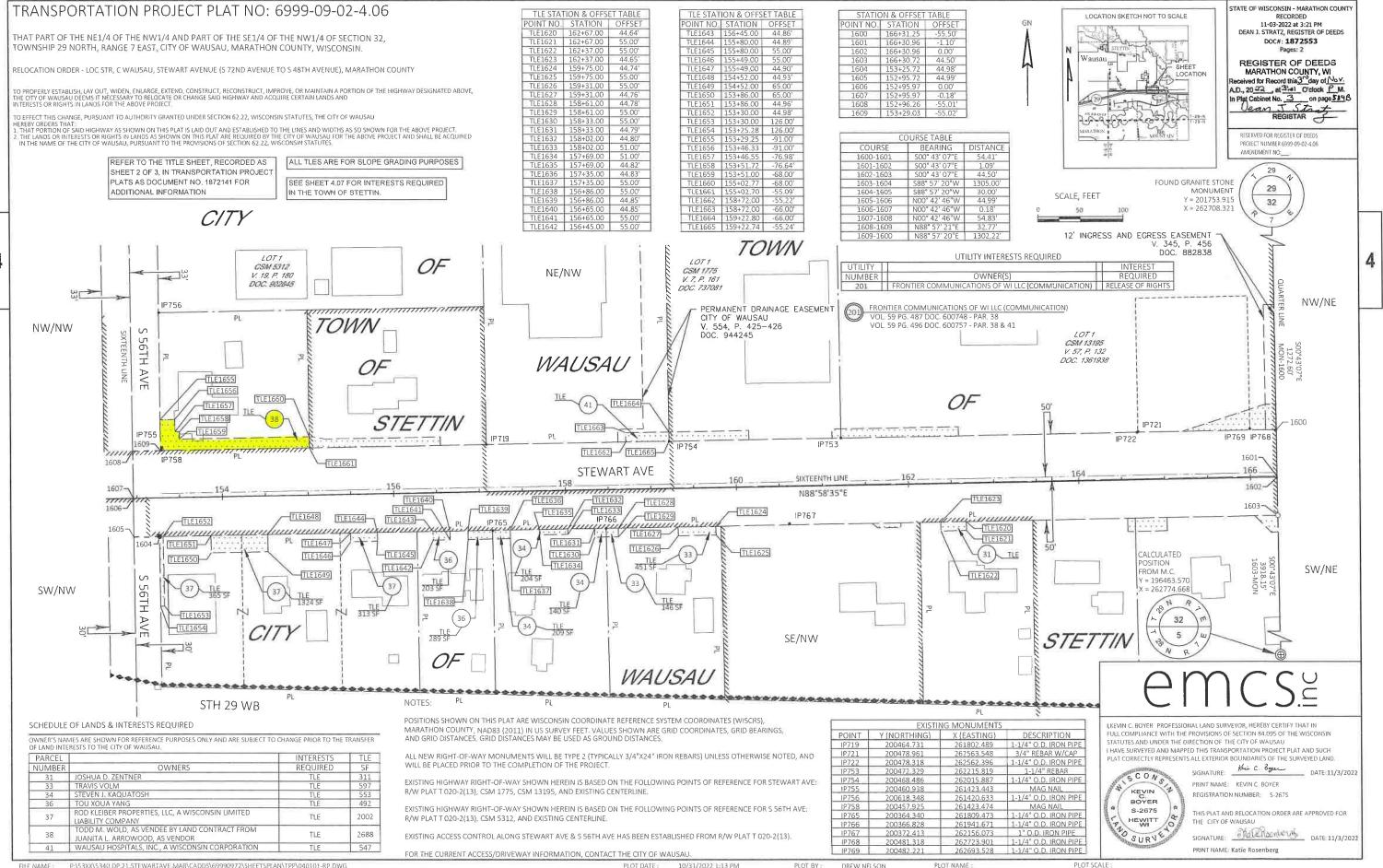


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PLOT DATE : 10/31/2022 1:16 PM PLOT BY : DREW NELSON

PLOT NAME

#### COMPOSITE DRAWING, THE ORIGINAL IS ON FILE AT THE MARATHON COUNTY REGISTER OF DEEDS OFFICE

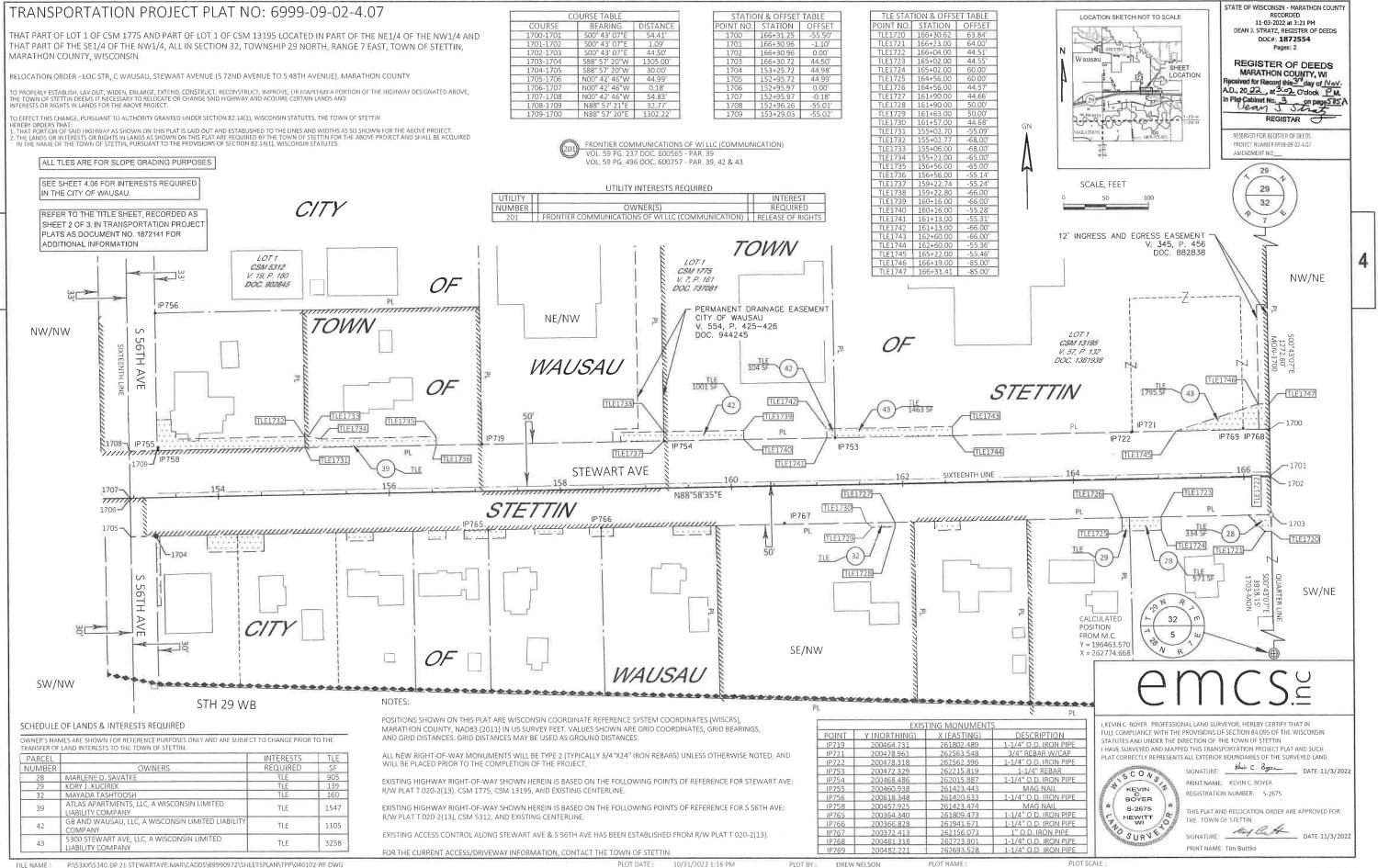


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APPRAISAL PLAT DATE : 09/22/2022

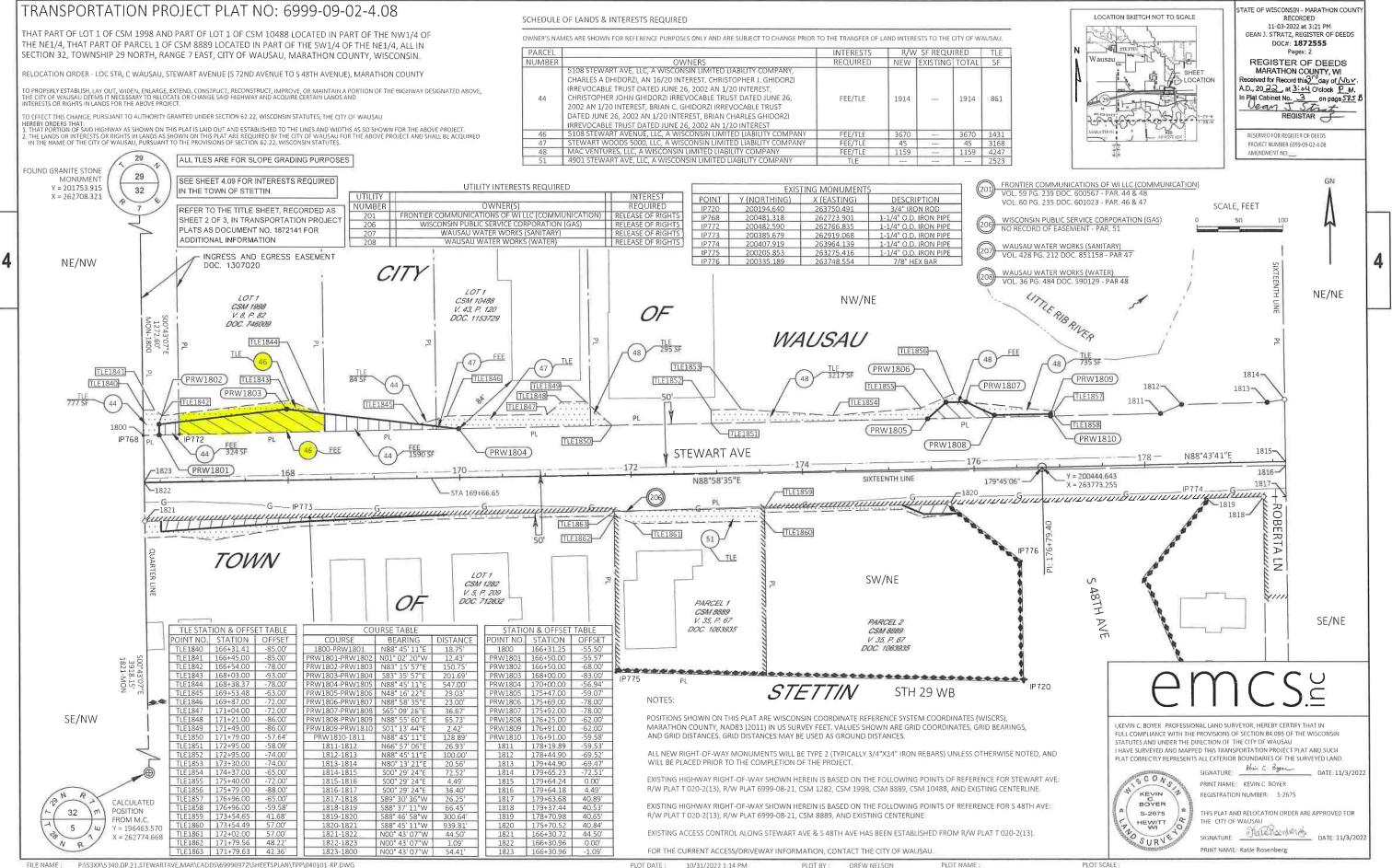
PLOT NAME

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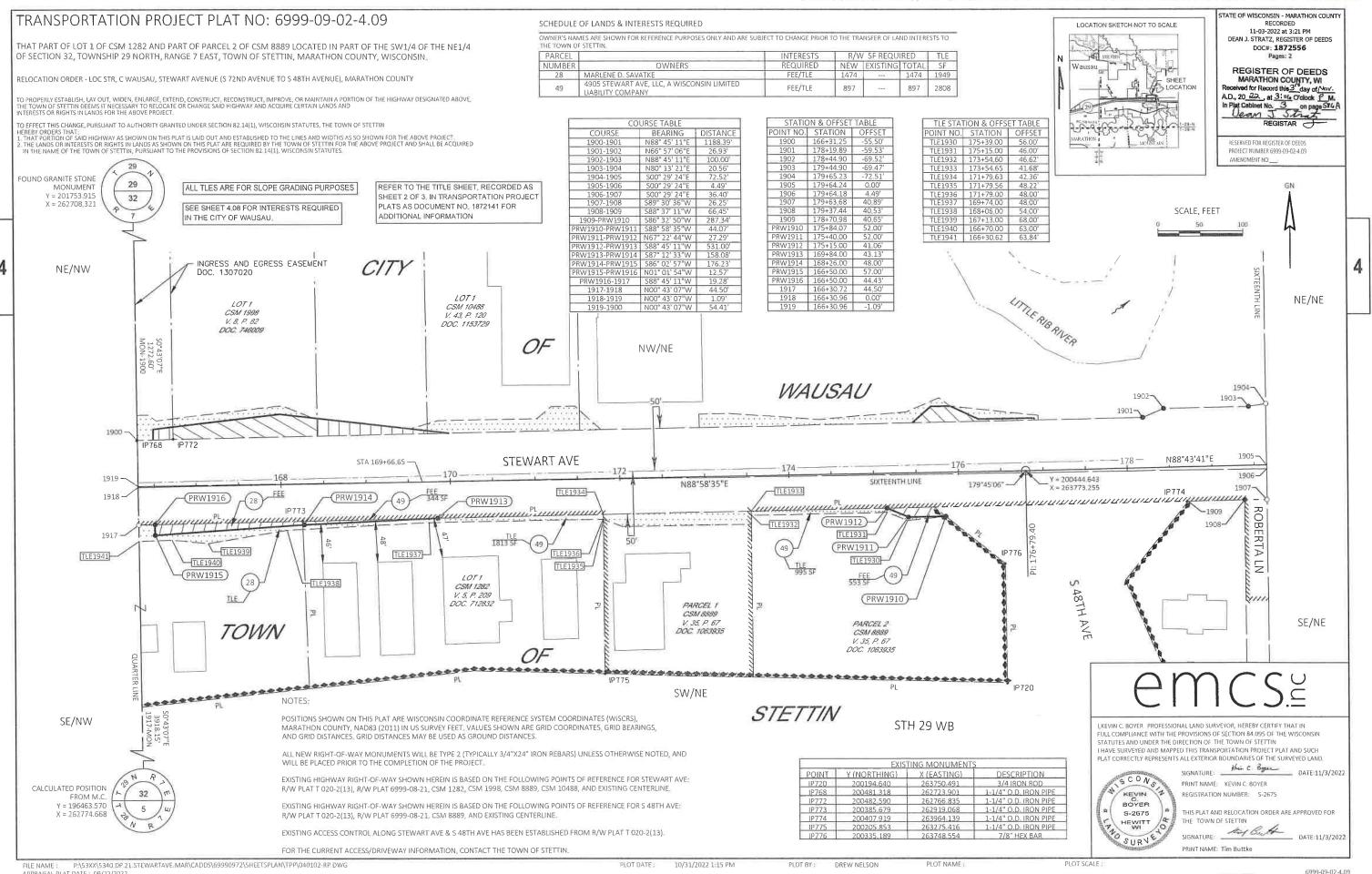


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APPRAISAL PLAT DATE : 10/27/2022



APPRAISAL PLAT DATE : 09/22/2022

