



OFFICIAL NOTICE AND AGENDA

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

JOINT MEETING: FINANCE COMMITTEE and ECONOMIC DEVELOPMENT COMMITTEE

Date/Time: **Tuesday, April 25, 2023 at 5:00 PM**

Location: **City Hall (407 Grant Street) - Council Chambers**

Finance Members Lisa Rasmussen, Doug Diny, Carol Lukens, Michael Martens, Sarah Watson

ED Members: Sarah Watson, Chad Henke, Lisa Rasmussen, Carol Lukens Tom Kilian

AGENDA ITEMS

Joint Item

- 1 Discussion and possible action approving Offer to Purchase County Materials property at 103, 105, 111 Winton Street and that portion of 402-406 Winton Street lying west of the railroad tracks and related budget modification (Brodek)
- 1a **CLOSED SESSION** pursuant to 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: relating to approval purchasing properties located at 103, 105, 111 Winton Street and portion of 402-406 Winton Street lying west of the railroad tracks
RECONVENE into Open Session
ED Adjourns

Finance items:

- 2 Minutes of the previous meeting(s): (3/28/23 & 4/11/23)
- 3 Discussion and possible action regarding ARPA funding requests and related budget modification
- 4 Discussion and Possible Action to Approve Starting Wage Increases and Promotions at the Beginning of the Pay Period.
- 5 Discussion and Possible Action to Classify Newly Created Fleet Analyst Position (Approved in 2023 Budget).
- 6 Discussion and possible action on Production Agreement between Wausau School District Board of Education and Administration and City of Wausau
- 7 Discussion and possible action regarding budget modification request to reallocate 2022 CIP funds (Police Dept)
- 8 Discussion and possible action on authorizing the write-off of certain uncollectible delinquent personal property tax accounts from the City's accounting records
- 9 Discussion and possible action on Tourism Entity Agreement between the City of Wausau, Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.
- 10 Discussion and possible action on a budget modification for the 48th Ave Sewer Interceptor Replacement Project.
- 11 Discussion and possible action on a budget modification for the Riverside Environmental Remediation Project.
- 12 Discussion and possible action closing the McClellan Ramp beginning June 1, 2023
- 13 Discussion and possible action regarding a budget modification for Professional Services (grant writing).

Adjourn

Lisa Rasmussen, Finance Chair
Sarah Watson, ED Chair

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

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

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 4/21/23 at 4:00 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 ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Other Distribution: Media, (Alderspersons: Kilian, Gisselman, McElhane, Herbst, Larson, Henke), *Rosenberg, *Jacobson, *Groat, Department Heads

JOINT FINANCE COMMITTEE & WAUSAU WATER WORKS COMMISSION

Date and Time: Tuesday, March 28, 2023 @ 5:00 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny

WWWC Members Present: Katie Rosenberg, Dawn Herbst, Jim Force, John Robinson

Members Excused: Joe Gehin (WWWC)

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Matt Barnes, Robert Barteck, Jean Frankel, Randy Fifrick, Mary Goede and Gina Vang

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 Wausau Water Works Commission was called to order by Chairperson Katie Rosenberg and The Finance Committee was called to order by Chairperson Lisa Rasmussen.

Update on water rate study.

Brian Roemer, Ehlers, reported the Public Service Commission (PSC) released the Revenue Requirement (RR) on 3/21/23. He explained the PSC took the application for a 64.5% revenue adjustment filed on 12/21/22 and audited the utility's reports on consumption and customer comp readings to confirm the receipt of revenue as well as identified the costs and needs of the system. The PSC determined the revenue adjustment to be 63.04% due to lower rate of return and reduced expense recovery for outside services. He stated this adjustment still provides for adequate income to support the utility's costs. He indicated Ehlers filed the acceptance letter that was due yesterday.

Roemer stated the next steps will be the PSC's Cost of Service and Rate Design where they take those revenue requirements and distribute them across your rates customer classes to ensure those rates are equitable and fair to all. This process typically takes three to four weeks and then there will be a customer notice for Public Hearing where customers can come forth either through the virtual conference the PSC hosts or via web comment or mail. This will take another month to two months, so he estimated the rates being implemented about July 1st.

**Full discussion can be accessed at: <https://www.youtube.com/watch?v=UKDU3wihigw>*

Discussion and possible action regarding interim financing process and schedule for GAC filtration system

Brain Roemer referred to a chart provided by Donohue in terms of their expectations for construction spending.

The chart is in the Committee packet online on page 6, via the link below. :

https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Standing%20Committees/Finance%20Committee/2023/FINC_WWWC_20230328_Packet.pdf

Roemer indicated they could expect pay requests for this construction period from July 2023 through May 2024. That is the window that interim financing of \$17.5 million would be needed because you are not closing on the State Loan until May 2024. This financing would be Anticipation Notes which are short term debt obligations of the city that are a special obligation, not technically a revenue pledge of the system or a general obligation pledge of the irrevocable tax authority of the city. Basically, it is a pledge that the city will be incurring debt in order to pay back the Anticipation Notes. It will be a 1-year maturity and Ehlers will help the city draft terms with the help of Bond Counsel and present it to the city as well as to potential underwriters. He stated the Anticipation Notes would work no different than regular capital borrowing in that at the point of closing you would receive the monies and be able to earn interest.

Roemer stated these Anticipation Notes can be done on GO or Revenue pledge with a unique structure in that the interest is due at maturity or the takeout of the long-term financing to make interest payment program eligible. They have the ability to draw, but typically underwriters prefer the takeout all at once. It would be a private placement, not a municipal security traded on the open market. He reiterated the city will draft the terms with help of city Bond Counsel and MA and a list of underwriters will be provided for the city to choose from.

The city approves the interim financing sale process and distribution list at the May 8th meeting and sent the Term Sheet to the distribution list on May 9th. Bids will be due by June 8th and the city awards interim financing at the June 12th meeting with the close on June 29th. Donahue and financing team, which includes Ehlers, Bond Counsel, etc., will continue to work with the Safe Drinking Water Fund Program until closure.

John Robinson questioned what the anticipated issuance costs for Ehlers services and Bond Counsel were, the projected interest rate charge to the utility, and ability to invest the funds, which is material to whether it is a draw or up front. Roemer responded they ran scenarios in terms of doing a draw schedule versus all at once. The difference in terms of interest costs was approximately \$180,000 and the interest earnings \$189,000. Dispersing all at once they could cover the costs instead of drawing and not investing. The estimated cost of financing for Ehlers would not be more than \$18,000 and he guessed Bond Counsel would be about the same.

Robinson questioned Maryanne Groat if there were any other financial options that could reduce the transactional costs, such as the State on a short-term basis. Groat stated there were not and that the State Trust Fund Loan is not designed for these kinds of projects.

Finance Committee

Motion by Watson, second by Lukens to accept the process and timeline for interim financing for GAC filtration system and direct staff to continue to work with Ehlers and the water utility to adhere to the schedule. Motion carried 5-0.

Wausau Water Works Commission

Motion by Herbst, second by Robinson to approve the interim financing process and schedule for the GAC filtration system. Motion carried 4-0.

Discussion and possible action on GAC construction schedule and budget modification

Eric Lindman stated they currently have the system designed and is under final review. He indicated they would be ready to bid in the next few weeks and will have it out for 30 – 40 days. Once bids are opened, they will take two to three weeks to review them, go over the costs and schedules, come back for a decision on that bid schedule and when financing is available, they can execute the contract. He anticipated construction beginning in early July. Groat stated the budget modification portion can be brought in May with the financing, so action was not necessary right now.

Adjourn WWWC

Motion by Robinson, second by Herbst to adjourn the Wausau Water Works Commission. Motion carried unanimously. Commission adjourned at 5:40 pm.

Finance Committee continued.

Minutes of the previous meeting(s): (3/14/23)

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

Rasmussen stated two items were ranked from last week: City Hall Security Project at 47.8 and an increase in funding for previously approved testing for Corrosion Control Treatment Optimization Study at 63. Rasmussen commented there may be other funding options for City Hall Security if they didn't want to use ARPA.

Michael Martens noted City Hall Security came to CIP Committee five years ago. He didn't feel it met the goal of ARPA for broad based transformative change or effect in the city. He understood the need for the security but did not feel ARPA was the appropriate funding mechanism. He was in favor of moving forward with the Corrosion Control Project for safe water.

Carol Lukens agreed Corrosion Control was extremely important, but also believed City Hall Security was an emergency with shootings happening more and more. She felt in some ways this did serve the broader community because it is our city government. She stated it would be great if there were another option for funding other than ARPA, but believed security was a priority so employees can feel safe.

Mayor Rosenberg addressed the committee on the importance of security in City Hall mentioning her own experience as well as reports from the last two administrations. She hoped they would prioritize the project for the sake of city staff as well as any residents that visit the building.

Rasmussen suggested if the Finance Director could bring some information about year end surplus in two weeks, they could put it on hold until we receive that information. She felt CIP option puts it off too far down the road. Michael Martens noted the Council Chambers IT upgrades request was on hold, but he felt City Hall Security should move ahead of that item.

Doug Diny felt there were things they could do at City Hall that wouldn't cost very much, such as lock all the office doors. He also didn't feel they should spend ARPA dollars on this but if it is an emergency do what they can now to limit access and then work the CIP and finance it correctly. He indicated he agreed with moving forward the corrosion treatment and to defer on the security. Maryanne Groat stated they could further the budget modification to Council and set the funding source at the next Finance meeting, so that it would go to Council on April 11th with the funding source inserted just prior to the meeting. Rasmussen questioned if they would be okay with using ARPA in the event there were no other funding source found.

Deputy Chief Matt Barnes stated for the entire time he has been on officer every two or three years staff was sent to training to do risk assessment and facility surveys. Those surveys for the last 20 years have indicated that we have safety and security risks at City Hall. Over the period of that time, we have responded to this location. He pointed out there are employees that work long hours into the evenings and/or weekends and have had people who have been living inside City Hall, sitting in bathrooms, and had access to locations here. He reiterated every single professionally written assessment have indicated the importance to expedite the physical security of this facility and he strongly encouraged them to do it. He pointed out the security at the County Courthouse and noted generally speaking it seems something bad happens and then it becomes an emergency. He hoped nothing bad needs to happen here, but it has come close.

Diny reiterated if this is an emergency let's find the funds and put it through the correct process and not use ARPA as a crutch. He requested they vote on Corrosion Control separately from City Hall Security.

Motion by Martens, second by Diny to approve the ARPA request for Corrosion Control Treatment Optimization Study. Motion carried 5-0.

Groat commented she appreciated the goal to spend ARPA dollars wisely, but pointed out one of the classifications the Federal government gave for spending on government services and the examples outlined, construction of government buildings is one of the main categories. She pointed out many communities have invested ARPA funds on improvements to their buildings and on technology improvements to their building so they can engage with citizens. She did not feel these were inappropriate submissions and do fall within the major guidelines.

Motion by Lukens, second by Watson to move forward City Hall Security with an open alternative funding source. Motion carried 4-1. (*Diny was the dissenting vote.*)

Discussion and possible action on budget modification for 4th of July Community Fireworks Proposal

Lisa Rasmussen stated this request came from the Mayor's Office looking to collaborate with our neighbors on one large fireworks display at the airport. She stated Marathon Park is weather dependent and canceled many times due to burning embers on nearby homes and trees. This is not an issue at the airport that has a large fallout buffer and the river.

Doug Diny questioned if there has been commitment from the neighboring communities. Jean Frankel, Mayor's Office, indicated the other four communities have already approved it.

Motion by Watson, second by Martens to approve the budget modification. Motion carried 5-0.

Discussion and possible action on Production Agreement between Marathon County and City of Wausau

Lisa Rasmussen explained this renews an existing agreement between the city and county for Public Access to record and televise County Board meetings.

Motion by Lukens, second by Watson to approve the agreement. Motion carried 5-0.

Discussion and possible action on Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance

Lisa Rasmussen explained this is an existing arrangement to provide non-emergency transport for these facilities under contract.

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

Adjourn

Motion by Watson, second by Diny to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:15 pm.

DRAFT

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES

Date and Time: Tuesday, April 11, 2023 @ 5:15 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, Doug Diny

ED Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Matt Barnes, Robert Barteck, Ben Bliven, Randy Fifrick, Gary Gisselman, Katie Rosenberg, Mary Goede

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 and Economic Development Committee was called to order by Chairperson Sarah Watson.

Discussion and possible action regarding Tax Incremental District No. 3 Project Plan Amendment in Order to Add Projects and Project Costs

Maryanne Groat stated TID #3 is a downtown blight district based on the statutes, so we have several groupings of projects to consider. The McClellan Ramp has reached the end of its useful life and given Covid and the raising of the mall our parking demands have changed dramatically. This proposal includes the demolition of the ramp replaced by surface parking and restoration work, as well as some parking expansion to support the riverfront activity and Athletic Park. She stated the relocation of the water utility has freed up some space to use for parking, at least on the short term.

Groat stated there is \$2.2 million budgeted for land acquisition and there are two prime sites of interest. One is the property north of Great Lakes Cheese for redevelopment purposes and for River Edge Trail expansion. It will give us an opportunity to move the River Edge further north and connect to Gilbert Park. The other is the MBX property on the west side where we have been trying to get access for the River Edge Trail expansion for a number of years.

Groat stated street improvements include Fulton Street from N 1st to N 7th Street, and 1st Street/River Drive from McIndoe Street - 300 feet north of Fulton Street. She indicated there were plans for site remediation of Dive Point, Wausau Chemical, Water Plant and MBX, as well as \$600,000 for development incentives.

Groat noted the plan specifies project costs in both in the district and the half mile radius. There is a cashflow which does not include any growth in increment and shows we are able to fund these projects and still close the district with a profit.

Doug Diny questioned the net impact, if any, on the 12% TID cap. Groat explained this did not impact the 12% cap, it is adding project costs and projects so the cap not applicable.

Finance Committee vote

Motion by Martens, second by Watson to approve the Project Plan Amendment for TID #3. Motion carried 5-0.

Tom Kilian questioned if the cap will be relevant for the TID #12 amendment regarding the subtraction of properties. Groat stated the cap is not applicable when doing a subtraction. She indicated we are currently at 13.38% and what the actual rate will be once the subtraction takes place we don't know at this time. She explained once we do this change and turn in all the compliance reports to the state, they will evaluate them and after the equalized value and ratio are calculated in August, we will know our percentage. She reiterated this subtraction will comply with state law.

ED Committee vote

Motion by Henke, second by Rasmussen to approve the Project Plan Amendment for TID #3. Motion carried 4-1. (Kilian was the dissenting vote.)

Discussion and possible action regarding Tax Incremental District No. 8 Project Plan Amendment in Order to Add Projects and Project Costs

Maryanne Groat stated this is a rehabilitation district to which we are adding expenses but are not changing the boundaries. The plans include the reconstruction of 17th Avenue from Stewart Avenue to Elm Street. She commented although it is an expensive project it is very important because it supports a lot of businesses and traffic in that area. She noted they were unable to fit it into our regular 2023 budget. There is also the Washington Street Siphon Project and retaining wall; reconstruction of N 8th Avenue, including utilities; and other street improvements.

Groat stated this district and plan amendment proposes spending within the district and the half mile radius. The cashflow shows the district will be able support these public improvements with the increment currently generated.

Finance Committee vote

Motion by Martens, second by Lukens to approve the Project Plan Amendment for TID #8. Motion carried 5-0.

ED Committee vote

Motion by Henke, second by Rasmussen to approve the Project Plan Amendment for TID #8. Motion carried 4-1. (Kilian was the dissenting vote.)

Discussion and possible action regarding Tax Incremental District No. 12 Project Plan Boundary Amendment in Order to Subtract Territory and Add Projects and Project Costs

Maryanne Groat stated this is the only boundary change, referring to the map which indicates 29 parcel removals on both the north and south ends of the boundaries and seven parcel additions. The seven parcel additions all represent parcels that used to be in the mall or Sears footprint. In addition to making those changes the plan would fund the streets, pedestrian and utilities construction for the street grids; remediation in that area; parking improvements to Sears and Penneys Ramps; and developer incentives for TWall and Swiderski.

Finance Committee vote

Motion by Martens, second by Watson to approve the Project Plan Amendment for TID #12. Motion carried 5-0.

Chad Henke questioned if the value of what is removed must equal the value of what is added. Groat clarified the process is to look back at the values when the district was created, and those values need to be more than the values being added to the district today.

Tom Kilian questioned if it is true that we cannot close a district when we are in those planned or anticipated increment payments to the developer, such as in the reverse TIFs. Keith Dahl, Ehlers, responded that during the obligation the TID could not be closed because that agreement is still valid, but if the TID ends that is when the agreement is not valid anymore and don't have to pay any more than has already been paid. Kilian felt it was important for the public and committees to know that as long as we are paying out on the planned increment over these years, and with TWall it is over 20 years, that we can't be closing the district to reap any benefits of closure. The longer these agreements go on, not only is there millions of dollars more in interest, but we're not able to close the district. He commented although it has been said there is less risk with a reverse TIF type scenario, we are still committing massive amounts of future city revenue to these projects.

ED Committee vote

Motion by Henke, second by Rasmussen to approve the Project Plan Amendment for TID #12. Motion carried 4-1. (Kilian was the dissenting vote.)

Discussion and possible action approving Development Agreement with S.C. Swiderski, LLC at Riverlife Lots 6, 7, and 8 (Fifrick, S.C. Swiderski Rep)

Jacqui McElroy, Director of Business Development and Kortni Wolf, Business Development Manager, at Swiderski presented an overview of the project. <https://www.youtube.com/watch?v=oVcQO2Gfgs8>

Kortni Wolf stated it is a mixed-use development featuring 200 market rate apartments in the newly designed seven-story Sterling building. The units will include studio suites, 1 and 2-bedrooms, as well as penthouse suites. In addition to living space, the project will feature two ground level commercial retail spaces. There will be ground level street and ramp parking options available. The Sterling building has a Community Room as well as a Conference Room, Yoga Studio, Fitness Room, Patio and Grill area, and Rooftop Terrace for gathering. Due to a high ground water table, there will be 44 parking spaces within the actual building and an additional parking ramp providing 280 spaces for tenants. In addition to that they will provide 21 exterior parking spaces open to the public. There is an open-air breezeway leading to the commercial area.

Randy Fifrick, Economic Development, stated construction for the project is proposed to start in June 2024 with a completion date of 2027. The anticipated development costs slightly over \$51.8 million and the project is located in TID #12 with an estimated market value of the project over \$29 million. The city engaged Ehlers as part of the review process to assist reviewing the developer's application for TIF assistance and determining the appropriate

funding required to close the public financing gap. He indicated the city has proposed a pay-as-you-go or reverse TIF in which the developer gets a portion of the tax revenue they generated with their development returned to them after successfully completing the project.

Keith Dahl, Ehlers, reviewed their analysis/recommendation in the packet at the following link beginning on pg 74: https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Standing%20Committees/Finance%20Committee/2023/FINC_ECON_20230411_Packet.pdf

Doug Diny questioned if there was a difference in what was proposed six or seven months ago to what the final development agreement is today in regard to any unexpected expenses, costs, economic factors. Dahl stated Swiderski was requesting a principal amount of approximately \$7.25 million over the remaining term of the TID but looking at it from a present value MRO perspective, we negotiated it down with city staff to \$5.49 million that is being considered this evening. He also noted from 2020 - 2022 construction costs have increased by about 26%.

Please go to the meeting video for full discussion: <https://www.youtube.com/watch?v=oVcQO2Gfgs8>

Public Comment was accepted: Dave Eckmann spoke in favor of the project and Tony Brown spoke about the apartments not being big enough for families, but still supported the project. As well as and Mike Vanderloop, part owner of WOW, was excited about the development but expressed concern about the parking during and after construction. He requested that all staging of construction materials and employee parking not be in the main parking lots near WOW. He also requested the north side of River Drive be reconstructed to allow for additional parking. He recommended the water utility and Wausau Chemical sites be used as additional parking.

Rasmussen stated action would be taken on this item after Closed Session.

Discussion and possible action approving Offer to Purchase County Materials property at 103, 105, 111 Winton Street and that portion of 402-406 Winton Street lying west of the railroad tracks and related budget modification (Brodek)

Liz Brodek, Economic Development Director, stated the city was approached with an opportunity to purchase vacant portions of the land that was owned by County Materials and is in the process of being transferred to a new owner along the north riverfront. She referred to the memo in the packet outlining the proposed acquisition and the strategic reasons for it. She explained it allows for the extension of the trail further north, including a railroad crossing that would connect the north end of the River Edge Trail to eventually connect to Gilbert Park. She indicated the new owner has offered to do the trail grading for us this year and it puts us in control of the property that would be contiguous and adjacent parcels next to the parcels that we own. It would also include the next phase of the riverfront development.

CLOSED SESSION pursuant to 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: relating to approval of SCS Wausau, LLC Development Agreement

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

Motion by Kilian, second by Lukens to convene the Economic Development Committee in Closed Session. Roll Call Vote - Ayes: Henke, Rasmussen, Lukens, Kilian, and Watson. Motion carried unanimously.

CLOSED SESSION pursuant to 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: relating to approval purchasing properties located at 103, 105, 111 Winton Street and portion of 402-406 Winton Street lying west of the railroad tracks

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

Motion by Kilian, second by Henke to convene the Economic Development Committee in Closed Session. Roll Call Vote - Ayes: Henke, Rasmussen, Lukens, Kilian, and Watson. Motion carried unanimously.

Reconvened into Open Session to take action on Closed Session item.

Rasmussen stated they would not be taking action on the Winton Street acquisition as more work needed to be done.

Development Agreement with S.C. Swiderski, LLC at Riverlife Lots 6, 7, and 8 (Fifrick, S.C. Swiderski Rep)
Finance Committee

Motion by Watson, second by Martens to approve the agreement. Motion carried 5-0.

Tom Kilian commented what Swiderski and their team presented was excellent, but the challenge for him was the high amount of public dollars for high end development at this time.

ED Committee

Motion by Rasmussen, second by Henke to approve the agreement. Motion carried 4-1. (*Kilian was the dissenting vote.*)

Rasmussen stated due the Council meeting needing to start the rest of the Finance agenda items (*listed below*) would be deferred to the next Finance Committee meeting on April 25th.

- **Minutes of the previous meeting(s): (3/28/23)**
- **Discussion and Possible Action to Approve Starting Wage Increases and Promotions at the Beginning of the Pay Period**
- **Discussion and Possible Action to Classify Newly Created Fleet Analyst Position (Approved in 2023 Budget).**
- **Discussion and possible action on Production Agreement between Wausau School District Board of Education and Administration and City of Wausau**
- **Discussion and possible action regarding budget modification request to reallocate 2022 CIP funds (Police Dept)**
- **Discussion and possible action on authorizing the write-off of certain uncollectible delinquent personal property tax accounts from the City's accounting records**

Adjournment

Motion by Watson, second by Lukens to adjourn the Finance Committee. Motion carried unanimously. Joint meeting adjourned at 7:02 pm.

Motion by Henke, second by Kilain to adjourn the Economic Development Committee. Motion carried unanimously.

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Water Sewer and Broad Band Infrastructure

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- * Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- * Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- * Broad band infrastructure must respond to lack of reliable service or affordable service



| | | | |
|-------------------------|--|---------------|---------------------|
| Project Title | West Wausau Tower Backup Power Supply | | |
| Department | DPWU | Contact Name: | Eric Lindman |
| Priority 1-6 (low-high) | 5 - Urgent | | |

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

Project Type (Check all that apply)

| | | | |
|-------------------------------------|---------------------------|--|--------------------------|
| <input checked="" type="checkbox"/> | Sewage Infrastructure | | Broadband Infrastructure |
| | Stormwater Infrastructure | | Cybersecurity Investment |
| <input checked="" type="checkbox"/> | Water Infrastructure | | |

PROJECT DESCRIPTION

Provide a description of the project, purchase or service attach additional information if needed

The West Wausau water storage facility has a primary booster pump station and houses critical infrastructure for the water and sewer utility related to city wide communications between facilities. This project would replace the existing booster pumps, install VFD's, install electrical switchgear and a backup natural gas generator to run the booster station, maintain critical communication and data gathering during a power outage. Replacing the pumps and adding variable frequency drives (VFD) allows for a much more economical and smaller generator making the project more economical.

WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY

| | | | |
|-------------------------------------|--|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Addresses critical health or safety hazard. | | This project was identified and deferred on prior years capital/operating budget |
| <input checked="" type="checkbox"/> | Required to achieve or maintain an adequate level of service | | Expands existing service into an undeveloped area. |
| <input checked="" type="checkbox"/> | Provides new service, facility, system or equipment. | <input checked="" type="checkbox"/> | Repairs, replaces or prevents a breakdown of an existing infrastructure |

PROJECT OR PURCHASE JUSTIFICATION

Describe physical condition, demand/capacity, functionality and/or safety concerns or revenue generating potential that justifies the project, purchase or acquisition

The West Wausau water storage facility has a pump station and communication repeater which communicates and relays information for all of our water wells, sewer lift stations, water booster stations throughout the city. The West Wausau Tower controls the drinking water storage throughout the city. The water system is fully automated and the water level in the this water storage facility determines when the water wells are needed to pump water to the system. All of the information that is collected from the distribution system and collection system is relayed from this location to each of the treatment facilities where the data is used with our Supervisory Control and Data Acquisition (SCADA) software. Up until now the city has relied on a portable generators when needed and hope that power would not fail at this location which shuts down the SCADA system.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

Describe how project deferral will impact future asset maintenance, economic growth, quality of service, efficiency or effectiveness, quality of life, safety, financing or other issues.

SCADA is the automation software that controls all of the water and wastewater facilities throughout the City. Should the communications go down and the facilities cannot "talk" to each other then the automation and sensors in the system will not operate. All of these sensors and communication tell the wells when to start for drinking water, when a lift station should pump, when a booster station should start and it tells us when water is running low in the reservoirs. Without SCADA each one of the 26 lift stations, each booster station and all of the water wells will need to be operated by hand.

RETURN ON INVESTMENT

Describe the financial benefits, cost savings or payback of the capital project such as grant funding, cost avoidance, future debt avoidance or operational cost or income benefits

Having back up power supply at this location is essential for ensuring redundancy for both the water and wastewater systems. Reliability and redundancy is essential for utilities to operate and provide safe drinking water and adequate wastewater during emergency events.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - FINANCIAL DETAIL

DPWU

| ONE TIME EXPENSE | 2022 | 2023 | 2024 | 2025 | 2026 | Total |
|-------------------------------------|------|------------|------|------|------|------------|
| Planning /Design | | | | | | - |
| LandAcquisition | | | | | | - |
| Engineering Study & Data Collection | | 60,000 | | | | 60,000 |
| Equipment Purchase & Installation | | 190,000 | | | | 190,000 |
| Other(Describe) | | | | | | - |
| Total Costs | \$ - | \$ 250,000 | \$ - | \$ - | \$ - | \$ 250,000 |

FUNDING SOURCES

| | | | | | | |
|----------------------|------|------------|------|------|------|------------|
| ARPA Funding | | | | | | - |
| Donations | | | | | | - |
| User Fees | | | | | | - |
| Debt Issuance | | | | | | - |
| Other Grant Income | | | | | | - |
| Other (Describe) | | | | | | - |
| Total Sources | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Shortfall | \$ - | \$ 250,000 | \$ - | \$ - | \$ - | \$ 250,000 |

| ONGOING NEW OPERATIONAL EXP | 2022 | 2023 | 2024 | 2025 | 2026 | Total |
|-----------------------------|------|------|------|------|------|-------|
| Staff Costs | | | | | | - |
| Contractual Services | | | | | | - |
| Supplies/Materials | | | | | | - |
| Maintenance | | | | | | - |
| Other (Describe) | | | | | | - |
| Total Costs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

FUNDING SOURCES

| | | | | | | |
|------------------------------|------|------|------|------|------|------|
| ARPA Funding | | | | | | - |
| Donations | | | | | | - |
| User Fees | | | | | | - |
| Other Grant Income | | | | | | - |
| Other (Describe) | | | | | | - |
| Total Funding Sources | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Shortfall | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD

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

| CITY OF WAUSAU | | | | |
|--|--|--|--|--|
| ARPA FUNDS EVALUATION CRITERIA | | | | |
| CRITERIA | POSSIBLE SCORE | | | West Wausau Tower Back Up Power Supply \$250,000 |
| | 0 points | 1-5 points | 6-10 points | |
| ALIGN WITH PRIORITIES: How well does the proposal align with the community's funding priorities? Does it support a livable community, fiscally sustainable government, environmentally sustainable community, and an improved & equitable quality of life? | Project is inconsistent with community priorities and does not advance community service. | Project is partly consistent with priorities but does not significantly advance community service. | Project is directly related to the community priorities and community service. | |
| OTHER FUNDING SOURCES: Are there other federal/state ARPA alternative funding opportunities (such as the federal infrastructure bill) that could replace or supplement the request? Have these other funding sources been considered? Could the project/proposal be phased to accommodate other federal/state ARPA sources? | Alternative funding sources may be available but have not been explored, considered or leveraged. | Alternative funding sources may be available and will be leveraged if possible. | No alternate funding sources exist or alternative funding sources have already been leveraged to maximize the investment. | |
| TIMELINE : Can the proposal be implemented and completed within the ARPA program deadlines? Obligated by 12/31/2024 and expended by 12/31/2026 | Project timeline is not well defined and does not clearly establish a work completion within the timeline. Project completion is near the end the ARPA requirements | Project timeline is lengthy but demonstrates that completion is within the ARPA requirements. | Project timeline clearly demonstrates that work will conclude within the short term (1 year or less). | |
| COST: While projects funded with ARPA should be impactful best practices indicate the funds should be spread over the qualifying period to enhance budgetary and financial stability. Does the proposal represent a reasonable allocation of resources relative to other community proposals? | Project exhausts all or the majority of funds immediately. | Project ARPA funding request is requires a significant ARPA allocation. However, the project provides for phases which allows for flexibility of unexpected City needs and priorities. | Project ARPA funding request is reasonable to the City overall ARPA allocation. The funding request allows the City to diversify the ARPA investments. Significant projects may be allocated in phases to provide future flexibility of unexpected needs and priorities. | |
| RESIDENT IMPACT: What portion of the community would benefit from this proposal? | Proposal fails to identify positive impact nor identifies populations benefitted | Proposal demonstrates a positive impact on a material portion of the population 25-75% | Project demonstrates a strong positive impact on a significant portion of the population | |
| IMPACT ON FUTURE BUDGETS: Will this proposal require ongoing funding? Will it reduce or increase ongoing operating expenses? Will the project produce additional annual revenues? | Project creates a new funding dependency and future tax levy pressure. | Project would have a neutral impact on personnel or other operating costs or revenues. Project is budget neutral. | Project decreases future operating costs, increase operating revenues, eliminates future debt issuance. | |
| COMPLEXITY AND READINESS: Is the project or proposal complex with multiple phases before implementation can begin? Does the project or proposal require outside approvals or oversight? Does a clear implementation plan exist? What complications could arise to prevent this project from achieving its intended goals? | Project is unable to proceed due to obstacles such as land acquisition, easements, designs and other approvals. Project is not shovel ready. | Minor obstacles, plans or details exist but should not impact a timely implementation. | Project is entirely ready to proceed. No obstacles exist. | |
| CENSUS TRACT ELIBILITY: Does the proposal/project fall within a census tract or benefit those vulnerable populations and those disproportionately negatively impacted by COVID19? | This project/proposal is not located in a census tract and not designed to benefit those disporportionately negatively impacted by COVID as interpreted by ARPA regulations? | This project/proposal is not located in a census tract but will benefit all citizens including those disporportionately negatively impacted by COVID as interpreted by ARPA regulations? | This project/proposal is located in a census tract or is considered to benefit those disporportionately negatively impacted by COVID as interpreted by ARPA regulations? | |
| IMPACT OF DEFERRAL: What is the impact of the deferral? Will costs go up? Will the City be out of compliance with mandates or regulations? Are there health and safety risks impacting residents that will remain unaddressed? Does this proposal improve the environmental quality of the city? | Deferral causes limited impact to service or disruptions. | Deferral will have limited impact on regulatory mandates, health and safety risks or environmental qualities. | Deferral will have a detrimental impact on regulatory mandates, health and safety risks or environmental qualities. | |
| PROJECT PRIORITY AND IMPACT: Regardless of any other scores, do you believe this project should be a priority? Do you believe that the project is transformational for the community? Do you believe that the project will make a big impact? | Low priority, impact, transformational power | Some priority, impact and transformational power | High priority, impact and transformational power | |
| | | | TOTAL | 0 |

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: February 13, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving Starting Wage Increases and Promotions at the Beginning of the Pay Period.

HR Director Henderson explained that when the City began using Workday this year, if employees received a change in position or pay when there is a holiday in the pay period, the system gets thrown off and can't handle it. Finance Director Groat suggested processing increases and promotion at the beginning of the pay period as a quick fix to this issue. Henderson said that the department is asking for the ability to implement any promotions or pay increases at the beginning of the pay period that it is to take effect.

Motion by Gissleman to approve starting wage increases and promotion and the beginning of the pay period. Second by Herbst. All ayes. Motion passed 5-0.

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: March 13, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action to Classify Newly Created Fleet Analyst Position (Approved in 2023 Budget).

Henderson said that the position was reviewed by HR and it was determined to be placed at a grade 20.

Gisselman asked about the process leading up to this position coming to HR Committee for classification and why the committee did not see it initially to approve it. Lindman said that the position was a supplemental request to the 2023 budget and was approved by Finance and Council. Gisselman and Killian agreed that requests for new positions should first be presented to the HR Committee for consideration and then move to Finance and Council, as HR Committee approval was bypassed by submitting the position as a supplementary budget request to the City Budget.

Motion by Herbst to approve classification of the Fleet Analyst position at Grade 20. Second by Martens. All ayes. Motion passed 5-0.

RESOLUTION OF THE FINANCE COMMITTEE

Approving Production Agreement between Wausau School District Board of Education and Administration and City of Wausau

Committee Action: *Pending*

Fiscal Impact:

File Number: 12-1118

Date Introduced: April 25, 2023

RESOLUTION

WHEREAS, Wausau Area Access Media has an interest in shooting and producing Wausau School District Board of Education and Administration (“School District”) meetings and events; and

WHEREAS, a Production Agreement between the City and School District was last entered into on December 2, 2014 for the period of January 1, 2015 through December 31, 2015; and

WHEREAS, the City and School District wish to enter into a one year Production Agreement with an automatic renewal at a rate of \$30 per hour; and

WHEREAS, your Finance Committee, at their April 25, 2023 meeting, discussed and recommends entering into a Production Agreement with the School District.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the Production Agreement with the Wausau School District Board of Education and Administration, a copy of which agreement is attached hereto and incorporated herein by reference.

Approved:

Katie Rosenberg, Mayor



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: April 5, 2023
Re: Production Agreement Between Wausau School District Board of Education and Administration and City of Wausau

Purpose: To obtain your approval of a Production Agreement between Wausau School District Board of Education and Administration ("School District") and the City of Wausau.

Facts: On December 2, 2014, a Production Agreement between the School District and City was entered into for the period of January 1, 2015 through December 31, 2015 for the recording of all Wausau School Board Regular, Education/Operations Committee, or Special Meetings per calendar month.

The City and School District would like to renew the Agreement for another year.

Recommendation: Approval, as this is a request for reaffirmation of an existing relationship and agreement.

PRODUCTION AGREEMENT BETWEEN WAUSAU SCHOOL DISTRICT BOARD OF EDUCATION AND ADMINISTRATION AND CITY OF WAUSAU

This Agreement is dated this _____ day of _____, 20__ and is by and between Wausau School District Board of Education and Administration, hereinafter referred to as "WAUSAU SCHOOL BOARD" and the City of Wausau, hereinafter referred to as "CITY".

In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

TERMS

The term of this Production Agreement shall be from January 1, 2023 through December 31, 2023 ("Initial Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for subsequent periods of the same length as the initial term and upon the same terms, unless either party give the other written notice of termination at least thirty (30) days prior to expiration of the current term. Any changes made to the production rate must be made in writing and executed by both parties.

SCOPE OF WORK

It is the intent of this Agreement that CITY will provide a one camera, one person shoot and recording through digital format of a meeting or event, which includes production work, and broadcast live those meetings or events when a connection is available, notwithstanding technical difficulties which would prevent a live broadcast. Further, the digital recording of the meeting or event shall be posted to an online source for on demand viewing as outlined in the "Access" section below. "Production" includes the setup and take down of equipment, the actual recording of the event, and post recording editing work to produce a finished DVD of the recording. The final production will represent the meeting or event in its entirety.

COST

CITY agrees to provide to the WAUSAU SCHOOL BOARD the production of all Wausau School Board Regular, Education/Operations Committee, or Special Meetings per calendar month. WAUSAU SCHOOL BOARD shall be invoiced at the conclusion of each quarter (after April 1 for January-March; after July 1 for April -June; after October 1 for June-September, and after January 1 for October-December, for actual hours of production work described above, at the rate of \$30 per hour. Such invoices will be due and payable within 30 days of receipt. There is no additional charge if the meetings or events are produced within the corporate city limits of the City of Wausau, Wisconsin; if any of the meetings or events in a given month should occur outside of the city limits of the City of Wausau, CITY will bill the WAUSAU SCHOOL BOARD at the rate of \$30.00 per hour for travel time from City Hall to the meeting or event and the IRS mileage rate as a separate charge. With a minimum one

(1) week advance notice, unless otherwise agreed upon by both parties in writing, CITY will produce additional events, beyond the meetings listed above.

CITY requires one week advance notice of any change in meeting dates or location, unless otherwise agreed upon by both parties in writing.

RECORD

One (1) copy of any recording produced under this Agreement will be delivered to the Administrative Assistant to the Superintendent of Schools of the Wausau School District in DVD form.

OWNERSHIP

The WAUSAU SCHOOL BOARD shall own DVDs containing recordings and their but content agrees to let CITY sell copies of recorded events in the form of DVDs or electronic files. CITY agrees to sell the DVD copies for a fee that covers only its costs.

ACCESS

All productions will be rebroadcast at a minimum of two (2) times a week until the next meeting of the same type replaces it on the schedule.

Once the production has been produced, it will be available for viewing on demand, on the Wausau School Board YouTube Channel, and the City Video On Demand website, which Wausau Area Access Media manages.

This covers all the terms of the Agreement and any changes or amendments to the Agreement shall be reduced to writing by both parties and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the date and year first above written.

WAUSAU SCHOOL DISTRICT
BOARD OF EDUCATION AND ADMINISTRATION

CITY OF WAUSAU

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

Drafted by:

Anne L. Jacobson
City Attorney

To: Finance Committee
From: Matt Barnes, Deputy Chief
Date: TBD
Re: Request to reallocate 2022 CIP funds



Background

In 2021, the Police Department submitted for and was authorized through CIP to spend \$75,000 in 2022 to secure its parking lot. This project included the purchase and installation of commercial grade security fencing around the area used for personal and department parking. The amount of funds requested were determined by receiving an estimate from a professional fence company.

After the approval process, due to significant supply chain issues, we were notified of a substantial increase in material cost. The new cost of the fencing project was in excess of \$200,000, making this project unattainable without additional allocation.

For that reason, the Police Department is requesting a reallocation of our 2022 CIP funds.

Request for Reallocation

The Police Department is requesting reallocation of \$75,000 in previously authorized CIP spending to cover project expenses associated with a remodel of a portion of our office space in 2023.

Project Description

This project includes:

1. Conversion of our records room (which is no longer needed for the purpose for which it was designed) to 7 individual offices for our detective bureau; and
2. Conversion of one-half of our mail room to a single office to accommodate staffing needs.

Project Justification

The building that houses the police department has reached its 25th year. Over the last 2 ½ decades much has changed in policing and in the number of those hired to police and support police functions. What has remained largely unchanged is the physical space in which we perform our work.

Presently, our main office area consists of an open-air space with cubicles that at maximum, accommodates 14 staff members. You'll find this area occupied by general detectives, a humane officer, the City's videographer, parking control staff, the City's Community Outreach Specialist, and the joint County/City Crisis Assessment Response Team. Since this area is at the center of the building and serves as a hub, it is also a thoroughfare for all other staff and guests.

In addition to nearing capacity, which alone is an issue that must be addressed, this workspace has been the source of persistent complaint due to noise pollution and a lack of privacy. A survey was given to staff that occupy this space 20 years ago. In that survey, staff mentioned how the open-air environment created too much noise and distraction and did not afford enough privacy to carry out work without frequent frustration and interruption. This was an unforeseen flaw in building design. Fast forward to the present, and we hear the same, but growing valid grievances from staff.

The work environment has remained unchanged, staffing has increased to the point of reaching capacity, and the evolution of policing and technology has made privacy even more imperative. For example, 25 years ago, detectives were not engaged frequently in investigations into child pornography. Today, we have a backlog of those types of cases and pour through hundreds, if not thousands of images and videos each year. These cases require investigators to view very sensitive and disturbing images. Because of the work environment, great care must be taken so peers and even the public do not inadvertently be exposed to such images as they walk through the building. Another example is our adoption of dictation software aimed at increasing the efficiency of report writing. A couple years ago we invested in Dragon Naturally Speaking, which allows staff to increase the speed of their report writing by as much as 140%. Because of the open-air environment, those occupying this workspace revert to typing because of the added distraction constant talking can create for the person(s) working around them. Those with private offices or squad cars do not experience the same troubles. Many times, many years ago while working as a detective in the open-air environment, I found myself apologizing to the victims, or families of victims I was on the phone with. While having very serious conversations, the noise, laughter, or tours of children interrupted my work with them.

At the end of 2022, we finished a project that preserved all physical case files in digital form. Unlike 25 years ago, physical storage of case files is no longer necessary (i.e. the process is now digital) and the large office space designed to house those files is vacant and open for repurposing. This affords us an opportunity to begin addressing capacity, noise pollution, and privacy needs.

We have created plans and sought quotes to convert the file storage area (about 500 square feet) into 7 individual offices. Additionally, the adjacent mailroom would be divided in half to add an additional office to accommodate growing staff, both now and for the future. Detectives would be moved from the open-air space to the records storage area, each provided with their own office. Based on quotes received for this project, we believe this remodel will be possible with a \$75,000 budget.

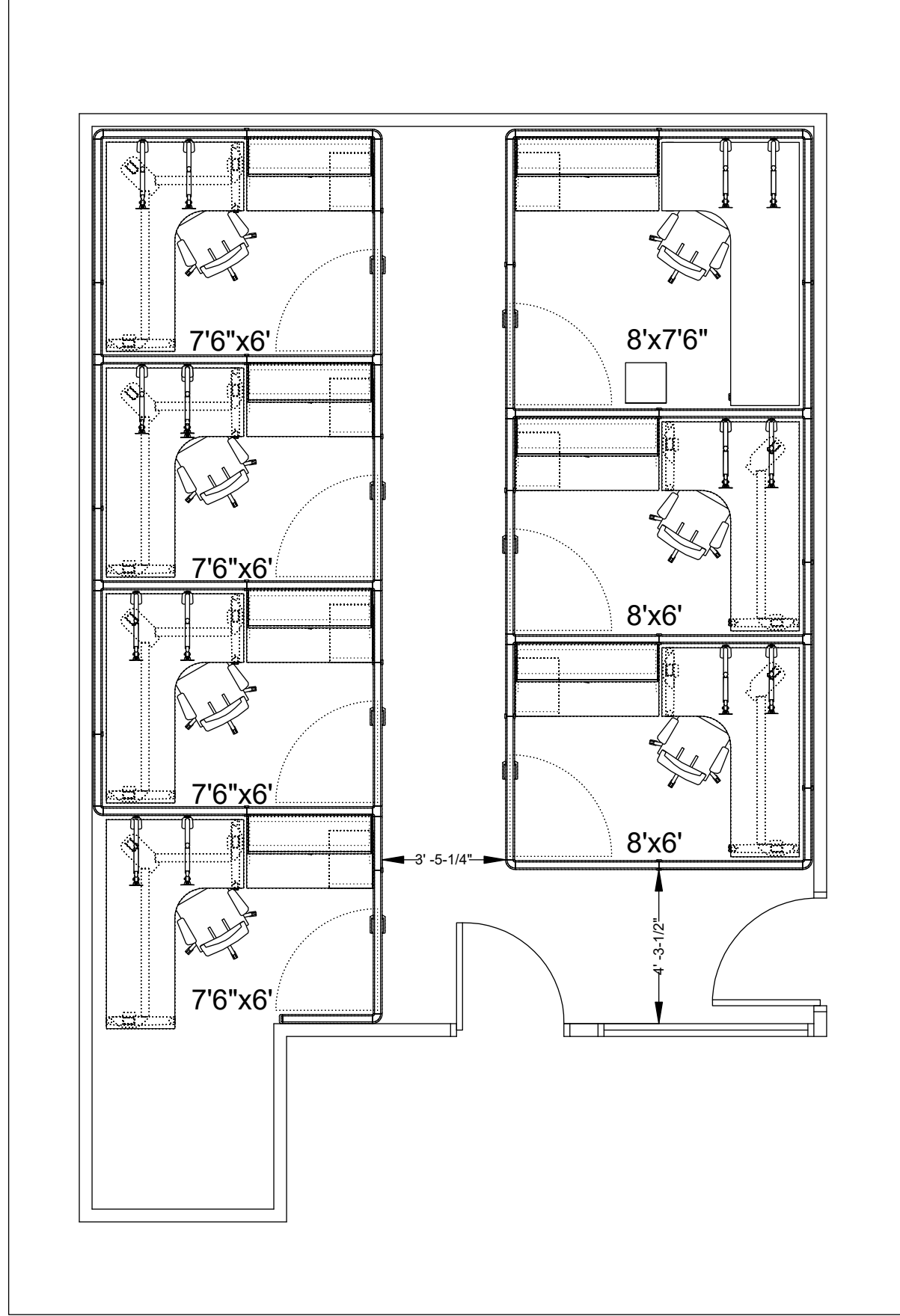
This transition would reduce, at least temporarily, the number of people occupying the open-air space, which will positively impact the amount of noise pollution. It will also permit some to move to existing cubicles with greater wall heights to increase the degree of privacy for those who require it.

Impact on Deferred Implementation/Purchase

The issues we face with capacity, noise pollution, and privacy will continue to grow and result in ongoing challenges and complaints. In other words, they won't go away. This has and will continue to impact productivity, professionalism, and morale, especially if an unused and unmaximized workspace is mere feet away.

Return on Investment

By repurposing this workspace, we have the opportunity to address a 25-year-old problem. Additionally, by adding offices, we can create room for future growth. In recent years and months, talks of expanding the crisis assessment response team, homelessness initiatives, etc. have not been complemented with logistical conversations on where to place them. Currently we have no room for growth. The proposed project, for which there could be funding, if reallocated, would meet current and future needs.



CLIENT INFORMATION:

**WAUSAU POLICE
DEPARTMENT**
616 GRAND AVENUE
WAUSAU, WI 54403

DRAWING TITLE:

DETECTIVE OFFICES OPTION 1

SCALE: 1/4" = 1'-0"

DATE: 02-15-2023

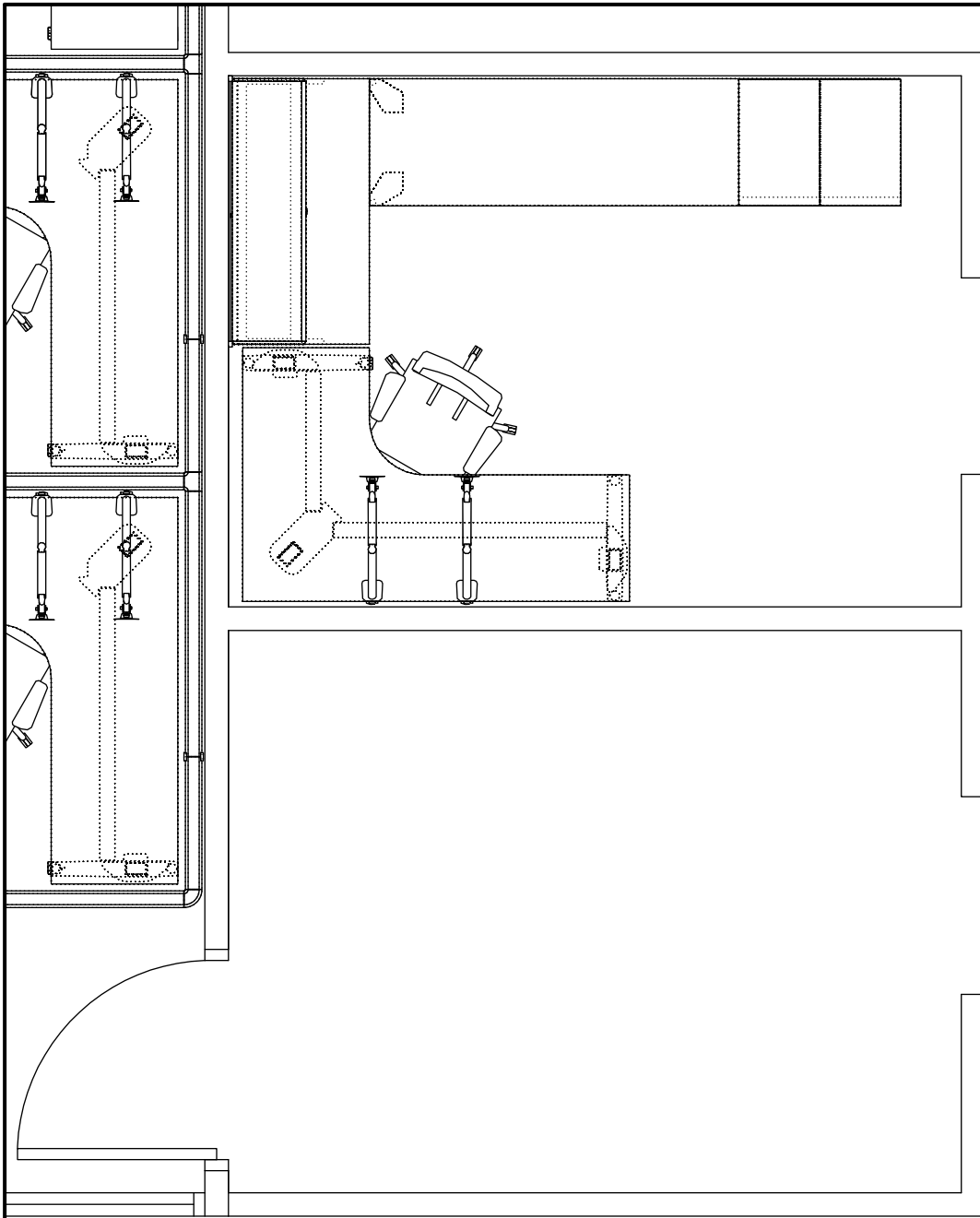
REVISION NOTES:
02-24-2023 REVISION 1

PROJECT: 70408

REP: LXV

DESIGN: KKS

PROPRIETARY DESIGN:
PLEASE NOTE: THIS DESIGN IS
PROPRIETARY TO THE SAMUELS GROUP.
ANY OUTSIDE USE OF THIS DESIGN AND
RENDERING WITHOUT WRITTEN APPROVAL
MUST BE APPROVED BY TSG.



CLIENT INFORMATION:

WAUSAU POLICE DEPARTMENT

515 GRAND AVENUE
WAUSAU, WI 54403

DRAWING TITLE:

MAILROOM CONVERSION TO IT OFFICE

SCALE: 1/4" = 1'-0"

| | | | |
|-----------------------|-----------------|---------|-------------|
| DATE: 02.27.2023 | PROJECT: 704536 | REP: XX | DESIGN: KKS |
| REVISION NOTES: | | | |
| 02.28.2023 REVISION 1 | | | |

PROPRIETARY DESIGN:
PLEASE NOTE: THIS DESIGN IS PROPRIETARY TO THE SAMUELS GROUP. ANY OUTSIDE USE OF THIS DESIGN AND THE INFORMATION WITHIN MUST BE APPROVED BY SGE.



Design Construct Furnish

311 Financial Way
Wausau, WI 54401
715.842.2222

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

| RESOLUTION OF THE FINANCE COMMITTEE | |
|---|--|
| Authorizing the write-off of certain uncollectible delinquent personal property tax accounts from the City's accounting records | |
| Committee Action: | Pending |
| Fiscal Impact: | \$15,819.81 with \$9,658.39 charged back for a net of \$6,161.42 |
| File Number: | 03-0306 |
| Date Introduced: | April 11, 2023 |

| FISCAL IMPACT SUMMARY | | | |
|------------------------------|--|---|--|
| COSTS | <i>Budget Neutral</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source: Bad Debt Expense</i> |
| | <i>One-time Costs:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$6,161.42</i> |
| | <i>Recurring Costs:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i> | | |

RESOLUTION

WHEREAS the City of Wausau has an ongoing program for the collection of delinquent personal property taxes, however there are always some personal property taxes which are uncollectible due to various reasons and

WHEREAS, there is always a continuous effort to recover delinquent personal property taxes, and

WHEREAS, Wisconsin Statutes dictates the timeline of charge backs occur annually by April 1; and

WHEREAS, the Finance Committee has reviewed the list of 2021 delinquent personal property taxes on Attachment A and recommends the write off and charge back of these taxes as provided within the State of Wisconsin Statutes, and

WHEREAS, staff will continue to collect on these delinquencies; Now Therefore

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the delinquent personal property taxes as outlined on Attachment A, from the Tax Adjustment account in order to provide sound financial management.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to charge back to the appropriate governmental entities their share of these delinquent personal property taxes as outlined on Attachment A.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the list of delinquent personal property taxes be entered into the minutes and published in the newspaper.

Approved:

Katie Rosenberg, Mayor

2021 Uncollected Personal Property Tax List

| | | | MC | COW | WSD | NTC | Total |
|----------------|------------------------|--|------------|------------|------------|------------|----------|
| | | | Chargeback | Chargeback | Chargeback | Chargeback | |
| 29100000002635 | Bankruptcy | CHRISTOPHER & BANKS INC | 303.88 | 669.37 | 682.43 | 80.45 | 1,736.14 |
| 29100000002793 | Closed Out of Business | BUCH, DEBRA | 69.46 | 152.99 | 155.99 | 18.39 | 396.83 |
| 29100000015602 | Closed Out of Business | OPA GYROS | 34.90 | 76.86 | 77.42 | 9.24 | 198.42 |
| 29100000016309 | Closed Out of Business | PERSONAL TOUCH CLEANERS | 32.56 | 71.72 | 73.11 | 8.62 | 186.01 |
| 29100000018716 | Closed Out of Business | TRI-COUNTY GYMNASTICS & CHEER | 36.90 | 81.28 | 82.86 | 9.77 | 210.81 |
| 29100000020247 | Closed Out of Business | WITTER, GLEN | 95.50 | 210.38 | 214.49 | 25.28 | 545.65 |
| 29100000006133 | Closed Out of Business | FERMANICH, BRUCE | 8.68 | 19.12 | 19.50 | 2.30 | 49.60 |
| 29100000008535 | Closed Out of Business | MICHEAL S HILL DDS | 32.56 | 71.72 | 73.11 | 8.62 | 186.01 |
| 29100000013331 | Closed Out of Business | MARION MOTEL | 19.54 | 43.03 | 43.88 | 5.18 | 111.62 |
| 29100000013563 | Closed Out of Business | MERAKI SALON & TATTOO | 10.86 | 23.90 | 24.37 | 2.88 | 62.01 |
| 29100000017842 | Closed Out of Business | SEA SIREN TATTOO & PIERCINGS | 21.70 | 47.81 | 48.75 | 5.75 | 124.01 |
| 29100000020285 | Closed Out of Business | YANG, SONG | 17.36 | 38.25 | 39.00 | 4.59 | 99.20 |
| 29100000016771 | Closed Out of Business | HYDRO KLEAN | 829.16 | 1,826.43 | 1,862.07 | 219.53 | 4,737.19 |
| 29100000003726 | Closed Out of Business | CPR CELL PHONE REPAIR | 21.70 | 47.81 | 48.75 | 5.75 | 124.01 |
| 29100000007103 | Closed Out of Business | CHERYL'S FRAMING & GALLERY | 36.90 | 81.28 | 82.86 | 9.77 | 210.81 |
| 29100000019551 | Closed Out of Business | WAUSAU LANDMARK CORP | 56.44 | 124.31 | 126.74 | 14.94 | 322.43 |
| 2910000001032 | Closed Out of Business | ALBEE PROPERTY MANAGEMENT LLC | 29.95 | 65.98 | 67.27 | 7.93 | 171.14 |
| 29100000002006 | Closed Out of Business | B&L TAX AND ACCOUNTING | 19.54 | 43.03 | 43.88 | 5.18 | 111.62 |
| 29100000004002 | Closed Out of Business | DFK CHARTERED DF KNAPP & ASSOCIATES | 28.22 | 62.16 | 63.37 | 7.47 | 161.22 |
| 29100000004767 | Closed Out of Business | DORADO SURFACES | 8.68 | 19.12 | 19.50 | 2.30 | 49.60 |
| 29100000005689 | Closed Out of Business | ET AL'S READ & UNREAD BOOKS | 5.64 | 12.43 | 12.67 | 1.49 | 32.24 |
| 29100000006486 | Closed Out of Business | FLASH BACK CLOTHING COMPANY | 91.16 | 200.82 | 204.73 | 24.14 | 520.85 |
| 29100000006838 | Closed Out of Business | FRANKIE & FLETCHER MERCANTILE | 9.98 | 21.99 | 22.43 | 2.64 | 57.05 |
| 29100000008117 | Closed Out of Business | JIN HUANG INC | 25.18 | 55.46 | 56.55 | 6.67 | 143.86 |
| 29100000009160 | Closed Out of Business | ICY YUMMY | 8.68 | 19.12 | 19.50 | 2.30 | 49.60 |
| 29100000010071 | Closed Out of Business | JOYFUL LIVING LLC | 2.17 | 4.78 | 4.87 | 0.57 | 12.40 |
| 29100000010150 | Closed Out of Business | JACKMAN LAW FIRM LLC | 195.35 | 430.31 | 438.71 | 51.72 | 1,116.09 |
| 29100000010177 | Closed Out of Business | JOJO'S ONLINE SALES | 6.52 | 14.34 | 14.63 | 1.73 | 37.21 |
| 29100000012742 | Closed Out of Business | LITTLE BULL FALLS SOAP WORKS AND GIFTS | 6.60 | 14.52 | 14.35 | 1.75 | 37.21 |
| 29100000013926 | Closed Out of Business | MYSTIC MASSAGE | 15.20 | 33.47 | 34.12 | 4.02 | 86.81 |
| 29100000014200 | Closed Out of Business | NAWROCKI, TIMOTHY | 13.02 | 28.69 | 29.25 | 3.45 | 74.41 |
| 29100000014375 | Closed Out of Business | NEUMEYER CHIROPRACTIC OFFICE | 41.24 | 90.84 | 92.61 | 10.92 | 235.61 |
| 29100000017454 | Closed Out of Business | SAFE ALERT LLC | 19.54 | 43.03 | 43.88 | 5.18 | 111.62 |
| 29100000017754 | Closed Out of Business | SCHULZ'S RECYCLING INC | 251.79 | 554.63 | 565.44 | 66.66 | 1,438.52 |
| 29100000017780 | Closed Out of Business | SCHULTZ, RALPH | 2.17 | 4.78 | 4.87 | 0.57 | 12.40 |
| 29100000017969 | Closed Out of Business | SHAILLY YOGA STUDIO | 23.88 | 52.59 | 53.62 | 6.32 | 136.41 |
| 29100000018025 | Closed Out of Business | 6TH ST PUB | 19.54 | 43.03 | 43.88 | 5.18 | 111.62 |
| 29100000018350 | Closed Out of Business | STEPPERT, ROULAND | 230.08 | 506.81 | 516.70 | 60.92 | 1,314.51 |
| 29100000019317 | Closed Out of Business | WAUSAU CAFE | 21.70 | 47.81 | 48.75 | 5.75 | 124.01 |
| 29100000019586 | Closed Out of Business | WAUSAU MOBILITY SCOOTER SERVICE | 28.22 | 62.16 | 63.37 | 7.47 | 161.22 |
| 29100000020500 | Closed Out of Business | ZOOMSYSTEMS | 19.54 | 43.03 | 43.88 | 5.18 | 111.62 |
| 29100000002551 | Collection | BODY WISDOM | | | | | 37.21 |
| 29100000002717 | Collection | BROWISTRY.BYPAM | | | | | 37.21 |
| 29100000002809 | Collection | BUDGET AUTO REPAIR | | | | | 74.41 |
| 29100000010866 | Collection | GLISCH, JORDAN | | | | | 35.90 |
| 29100000012241 | Collection | LASH OUT LOUD LLC | | | | | 12.40 |
| 29100000012351 | Collection | LUMPY'S BAR | | | | | 74.41 |
| 29100000017967 | Collection | SCHAEFER JIM | | | | | 24.81 |
| 29100000018743 | Collection | THRIVENT FINANCIAL REP DANIEL PETKAU | | | | | 37.21 |
| 29100000019402 | Collection | WAUSAU ENGINES INC | | | | | 37.21 |
| 29100000008326 | Collection | HEMP ETC | | | | | 124.01 |
| 29100000010975 | Collection | JUST WRIGHT BOARDS | | | | | 49.60 |
| 29100000011276 | Collection | KIMKAR LLC | | | | | 86.81 |
| 29100000015320 | Collection | OUTCOME HEALTH | | | | | 99.20 |
| 29100000019581 | Payment Plan | WAUSAU MUSIC CENTER | | | | | 19.60 |
| 29100000002586 | Pending Court Action | BOOST MOBILE GRANADA LLC | | | | | 255.46 |
| 29100000003067 | Pending Court Action | CAPTURED MEMORIES PHOTOGRAPHY | | | | | 176.09 |
| 29100000004779 | Pending Court Action | FIRST WAUSAU TOWER,LLC DUDLEY INVESTMENTS/MGMT | | | | | 760.24 |
| 29100000008020 | Pending Court Action | HALO SALON | | | | | 228.02 |
| 29100000012491 | Pending Court Action | LINCARE | | | | | 144.78 |
| 29100000018495 | Pending Court Action | SWEETS ON THIRD | | | | | 681.47 |
| 29100000018667 | Pending Court Action | TERRADEA SALON/SPA | | | | | 297.62 |
| 29100000018668 | Pending Court Action | TERRADEA SALON/SPA ISLAND PL | | | | | 74.41 |
| 29100000018792 | Pending Court Action | THE OTHER SIDE TATTOO | | | | | 124.01 |
| 29100000001034 | Write Off | AFLAC REGIONAL OFFICE D | | | | | 1.05 |
| 29100000001087 | Write Off | DA CONSULTING LLC | | | | | 4.08 |
| 29100000001466 | Write Off | AMERICANS FOR PROSPERITY | | | | | 1.64 |
| 29100000002678 | Write Off | BRIDGE NUTRITION | | | | | 1.62 |
| 29100000002694 | Write Off | THE BISTRO RESTAURANT | | | | | 3.92 |
| 29100000003240 | Write Off | CHARLES RIVER GROUP LLC | | | | | 0.66 |

Chargeback
\$15,719.60

| | | | |
|----------------|-----------|------------------------------------|-----------|
| 2910000003860 | Write Off | CRICKET WIRELESS | 10.84 |
| 2910000004129 | Write Off | EXPRESSIONS INK GUY DANIELS | 1.78 |
| 29100000011035 | Write Off | KAMAN INDUSTRIAL TECHNOLOGIES CORP | 10.84 |
| 29100000011202 | Write Off | KIM BOB'S CAFÉ | 0.36 |
| 29100000011275 | Write Off | KIMS BS SAUCE | 0.43 |
| 29100000012590 | Write Off | LIKES, ROBERT | 0.03 |
| 29100000012962 | Write Off | LUDGER BORGER | 0.66 |
| 29100000014218 | Write Off | NORTHWOODS CAB | 6.65 |
| 29100000017114 | Write Off | RETAIL INVENTORY SERVICES | 5.70 |
| 29100000017379 | Write Off | SAC WIRELESS | 17.06 |
| 29100000017463 | Write Off | SANDBOOM GUITAR COMPANY | 0.73 |
| 29100000017878 | Write Off | SEEK INCORPORATED | 13.36 |
| 29100000017921 | Write Off | SENIOR SPECIALISTS INSURANCE | 2.71 |
| 29100000018648 | Write Off | TIME FOR ME | 0.73 |
| 29100000018799 | Write Off | THE ONLINE ITINERANT | 0.27 |
| 29100000018994 | Write Off | VIRTUAL VISION COMPUTING CO LLP | 4.10 |
| 29100000019051 | Write Off | VOLHARD, FRANCES | 0.19 |
| 29100000019635 | Write Off | WAUSAU WORLD MART PHOU BIA | 5.78 |
| 29100000019957 | Write Off | WFG BUSINESS | 1.59 |
| 29100000020032 | Write Off | WINDOW WORLD | 3.43 |
| | | | <hr/> |
| | | | 19,311.90 |

ROOM TAX COMMISSION

Date and Time: Wednesday, April 12, 2023, at 5:15 pm, Council Chambers

Members Present: Tim VanDeYacht (VC), Michael Martens, Lisa Rasmussen, Lindsey Lewitzke, Chad Henke

Others Present: Mayor Rosenberg, Maryanne Groat, Anne Jacobson, Mary Goede, and Tim White

Discussion and possible action regarding CVB contract

Maryanne Groat stated the contract with the CVB expired at the end of the year and the committee can choose to renew it for another year with the current terms.

Anne Jacobson stated the contract is only for one year but believed that the CVB would prefer a longer contract. She noted that before September 1, 2022 the commission was supposed to have invited them in to go over their expenditures of the room tax dollars for the past year and describe their goals for the next year. She indicated they could renew the contract anyway and/or have them come to Finance Committee with the report in the future.

Lisa Rasmussen suggested the commission renew for one year since it has already expired and have an evaluation in 2023 and decide then if we want to extend the next contract for a longer period. She indicated as Chair of Finance Committee she would accept the presentation of the CVB at Finance.

Tim White, Executive Director of the CVB, indicated they were amenable to the current terms of last year's contract. He commented he realized there were many things that have been settling from a trust standpoint and from rebuilding the foundation as an organization to earn that trust. He stated he was completely satisfied with renewing the contract for this year and willing to report back to Finance towards the end of the year.

Lindsey Lewitzke questioned what the status was of the Sports Authority or the Badger State Games as it relates to the CVB. White responded the Sports Authority and Badger State Games were still in operation. He indicated they are looking at it critically and talking about some potential co-branding ideas, as well as discussing reforming the Sports Authority. He stated this year they have a subcommittee that will be working on that in terms of how it can specifically serve the community better. Lewitzke stated she wanted to ensure the 6.25% of room tax is going to the correct place.

Rasmussen questioned regarding Sports Authority and its expenses if they were utilizing some of those funds to bid on tournaments to attract them to the area. She was aware that at one point Mr. Barrett was engaged in that activity with some success. White stated that was the past role of the Sports Authority and a lot of those events were owned by the CVB as well, being problematic from a labor standpoint. He noted there is a new race director for the Wausau Marathon and he may potentially purchase it. In terms of actively looking for more sporting events, we have rejoined the state organization Sports in Wisconsin. The goal is to have a position that is an outdoor, sports, and events type of staff person that goes after those things.

Tim VanDeYaht stated he was on the Board of the CVB so he would abstain from voting.

Motion by Rasmussen, second by Lewitzke to renew the CVB contract. Motion carried 4-0, with one abstention.

TOURISM ENTITY AGREEMENT

This TOURISM ENTITY AGREEMENT (“Agreement”) is entered into by and between the City of Wausau, a Wisconsin municipal corporation (“City”), its Room Tax Commission (“Commission”), and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation (“CVB”), effective on this 1st day of January, 2023.

WHEREAS, the City is authorized by the laws of Wisconsin to impose, collect, and distribute a portion of the proceeds of hotel/motel room taxes to promote and develop tourism and for the purpose of improving the economic well-being of the entire community, and has funded such a program since at least 1990; and

WHEREAS, the City has enacted an ordinance imposing a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations which are available to the public pursuant to sec. 66.0615 Wis. Stats. (“Room Tax Act”); and

WHEREAS, within the Room Tax Ordinance, the City has imposed a Room Tax of eight percent (8%); and

WHEREAS, the City has created a Room Tax Commission (“Commission”) to oversee the proper expenditures of room taxes in accordance with the requirements of the Wisconsin Room Tax Act; and

WHEREAS, the City and its Commission desire to enter into a non-exclusive contract with the CVB, as a qualifying “tourism entity” as defined in Section (1)(f) of the Room Tax Act, for it to provide the City or its Commission with staff, support services and assistance in developing and implementing programs that foster tourism promotion and tourism development in the City to visitors as provided in Section (1)(b)4 of the Room Tax Act and the CVB desires to enter into such a contract with the City and its Room Tax Commission; and

WHEREAS, the agreements of the parties as to such services shall be as set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated in and made a part of this Agreement.
2. Definitions.
 - a. “CVB” shall mean the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation.
 - b. “Room Tax” shall mean a tax imposed on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons

furnishing accommodations which are available to the public pursuant to the Room Tax Act. The municipality shall impose a room tax in the amount of eight (8%) percent.

- c. “Municipality” shall mean the governmental unit as identified in this Agreement in which an operating lodging property is located and which collects a room tax.
 - d. “Remitted Room Taxes” shall mean the amount of room taxes that the City has collected and forwarded to the CVB under this agreement.
 - e. “Room Tax Act” shall mean Section 66.0615 Wis. Stats., as amended during the term of this agreement.
 - f. “Tourism promotion and tourism development” means any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a tax under Section (1m)(a) of the Room Tax Act may be imposed, that are owned by different persons and located with a municipality in which a tax under this section is in effect:
 - i. Marketing projects, including but not limited to advertising media buys, creation and efforts to recruit conventions, sporting events, programs, or motor coach groups.
 - ii. Transient tourist informational services.
 - iii. Tangible municipal development, including a convention center.
 - iv. Room taxes shall not be used to construct or develop a lodging facility.
3. Purpose. The purpose of this Agreement is to set forth the respective responsibilities, powers, duties and obligations of the parties hereto in collecting and utilizing Room Tax Revenues generated in the Municipality under the provisions of the Room Tax Act and spent in accordance with the requirements of the Room Tax Act as stated in paragraph 2.
4. Room Tax Revenues. The City has imposed and will collect an 8% room tax on transient visitors who stay at the lodging properties within the City.
- a. The City will retain, each year, the greater of either 30% of its current year room tax revenues, effective with taxes collected and expenditures made on January 1, 2023, or for fiscal year 2023 and thereafter, the same dollar amount of the room tax retained as the City retained in its 2010 fiscal year. The City will forward to its Room Tax Commission, any room tax revenue exceeding the amount it may retain by the Room Tax Act.
 - b. The Room Tax Commission, in turn, will remit 37.5% of room tax collected to the CVB on a quarterly basis, 6.25% of which is designated for the Central Wisconsin Sports Authority to fund opportunities to host major sports tournaments, within 45 days after the end of each calendar quarter, all of which shall be used for tourism promotion and tourism development in the City as outlined by state statute. If the Sports Authority or Badger State Games dissolves under the CVB, the Commission shall not be liable for the 6.25% of the total room tax collection. It shall then only remit 31.25% of the total collected in room taxes by the municipality for general tourism promotion.

5. CVB Responsibilities. The CVB shall be responsible for the following:
- a. Executive Director Selection Committee. The CVB shall establish a selection committee that will be responsible for establishing position qualifications, selection procedures and conducting preliminary interviews for the position of Executive Director. Included on the selection committee shall be one person appointed by the Mayor of Wausau and another appointed by the Weston Village President, so long as each municipality has contracted with the CVB as a qualifying tourism entity. The CVB shall make the final hiring decision from the group of candidates referred to it by the selection committee.
 - b. Annual Meeting. The CVB shall hold an annual meeting to which will be invited the CVB Board, CVB Staff, and all governmental body members of municipalities with whom the CVB has a current contract. During the annual meeting, the CVB Board shall present reports on:
 - i. CVB results in relation to operational goals.
 - ii. Goals and plans for the upcoming year.
 - iii. Financial plans and results.
 - c. Administrative Support. The CVB will be required to obtain staff, support services, and assistance in developing and implementing programs to promote tourism promotion and tourism development with the City. Any notices or documentation required to be provided to the City or its Room Tax Commission by the CVB for the funds it receives shall be forwarded to the Mayor and Chairperson of the Room Tax Commission. It is further acknowledged that, upon reasonable prior notice, the CVB will attend meetings called by the City or its Room Tax Commission to discuss issues pertaining to room tax collection and expenditures and otherwise cooperate to achieve the purposes of the room tax statute.
 - d. Accounting. The CVB shall provide the City or its Room Tax Commission with an accounting of the activities and of the expenditures of the room tax revenues, on a quarterly basis, and the CVB shall have not more than thirty (30) days following each quarter to respond; additionally, the CVB shall provide to the City or its Room Tax Commission, a copy of its annual audit within thirty (30) days of it having been produced. The City or its Room Tax Commission shall have the right to examine such records at all reasonable times. Progress reports and reviews by the City or its Room Tax Commission may be called for at any time.
 - e. Financial Budget Plan. Not later than January 1st of each year, or as otherwise agreed, the CVB shall generate a written Financial Budget Plan for the year. This Plan of Business shall be made available to the City or its Room Tax Commission within sixty (60) days of the City's or Room Tax Commission's written request for the same. The parties agree that the Financial Budget Plan may be revised from time to time and, if so, the City or its Room Tax Commission will be so notified and provided a revised Financial Budget Plan. It is understood that the City or its Room Tax

Commission shall have no approval rights of the Financial Budget Plan but may provide comment or recommendation to the CVB which may be implemented at the CVB's discretion.

- f. Reports. The CVB agrees to prepare a separate DOR Form that is created and provided by the Department of Revenue ("DOR") for the City, on or before April 1, beginning in 2023 as provided in section (4) of the Room Tax Act, unless an extension in filing the Form to the DOR has been approved. If so, the CVB shall submit the DOR Form to the City on or before thirty (30) days before it is due to the DOR. The City and its Room Tax Commission agree to cooperate with the CVB in completing this form.
- g. Compliance. The CVB agrees to comply with applicable laws pertaining to its non-profit status. However, consistent with open meetings practice and a high level of transparency, the CVB agrees to:
 - i. Post its meeting agendas and meeting minutes on its website, which may include closed session as permitted by the open meetings law.
 - ii. Provide the municipal clerks of participating local governments with an electronic copy of all minutes and agendas at the same time each is distributed to CVB Board Members.
 - iii. Post the names and contact information of CVB Board Members on the CVB website.
 - iv. Meeting agendas shall include an item at or near the end of the meeting where CVB Board Members can suggest agenda items for an upcoming meeting.
- 6. Acknowledgment of Compliance. The CVB acknowledges and agrees that the imposition of a total Room Tax in the amount of eight (8%) percent by the City complies with the Room Tax Act.
- 7. Room Tax Delinquencies. The parties agree that they shall work together toward the collection of any delinquent room tax owed to the City in the way of sharing information and the parties shall cooperate with the City to assist it in the collection of any delinquent or deficient amounts owed by any operator required to collect and remit Room Tax proceeds under City ordinance., but in no event shall the CVB nor any of its staff take any affirmative action to collect delinquent room tax owed to the City and required by law to be remitted directly to the City.
- 8. Events of Default. Each of the following shall be considered to be an Event of Default (only following the applicable cure period) by the CVB:
 - a. The failure to provide an accounting or audit hereunder after thirty (30) days written notice of CVB's failure to do so by the City or its Room Tax Commission, as applicable.
 - b. The failure to provide a Financial Budget Plan hereunder after thirty (30) days written notice of CVB's failure to do so by the City or its Room Tax Commission.
 - c. The failure to provide the DOR Form to the City hereunder, unless excused by the City or the CVB is unable to provide the form in a timely manner due to circumstances beyond its control.

- d. The collection of room tax owed to the City.
 - e. The failure to expend the Room Tax revenues submitted to it for those purposes outlined in paragraph 2 and in compliance with the Room Tax Act.
9. Term. This Agreement shall remain in effect for a period of one (1) year from the effective date of this Agreement.
10. Termination.
- a. The City or its Room Tax Commission may terminate this Agreement at any time for cause, if(i) it is found that the CVB, or its agents, has committed a material breach of this Agreement, including but not limited to, the intentional misuse of the Room Tax revenues for purposes outside of which are permitted by the Room Tax Act, which material breach is not cured within thirty (30) days of the CVB's receipt of written notice from the City or its Room Tax Commission containing a sufficient description of the material breach alleged, or (ii) the CVB is no longer acting as a "tourism entity" as defined in the Room Tax Act.
 - b. The City or its Room Tax Commission may terminate this Agreement upon thirty (30) days' written notice, without cause, prior to the beginning of the fourth calendar quarter. The City and Room Tax Commission will remain liable for room tax owed during the quarter that notice is given.
 - c. In the event of termination, all funds in the possession of the CVB shall remain the property of CVB. However, the City shall make no further remittances to the CVB under this Agreement, beyond its obligations upon termination under para. b.
 - d. Following termination, the City or its Room Tax Commission shall have no further obligation to the CVB. However, the obligations of CVB to provide an accounting or audit as described in paragraph (6)(b) and a report as described in paragraph (6)(d), shall survive termination of this Agreement.
11. Indemnification and Hold Harmless. The CVB shall indemnify, save and hold harmless the City and all its officers, agents, employees and Room Tax Commission from any and all claims, demands, action, or causes of actions of whatever nature and character, arising out of or by reason of the execution or performance of work or services provided herein, except upon the sole negligence or willful misconduct of the City or its Room Tax Commission and further agree to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising hereunder.
12. Modification. This Agreement shall not be modified without an express written agreement executed by the parties.
13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.
14. Governing Law. This Agreement has been drawn and executed and shall be performed in the State of Wisconsin and shall be governed by the laws of the State of Wisconsin.
15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to

be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

16. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
17. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, not contained herein.
18. Authority. In signing this Agreement, the parties represent and warrant that the terms herein have been approved by their respective governing bodies and that appropriate authority rests in the signatories on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, comprising 17 paragraphs, as of the date first above written.

CITY OF WAUSAU

By: _____
Katie Rosenberg Mayor

Countersigned: _____
Kaitlyn A. Bernard, City Clerk

CITY OF WAUSAU ROOM TAX COMMISSION

By: _____
_____, Chair

Attest: _____
Tim VanDeYacht, Vice Chair

Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

By: _____
Timothy White, Executive Director

Attest: _____
_____, CVB Board President



Dept. of Public Works & Utilities

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

TO: Finance Committee/City Council

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

DATE: April 25, 2023

SUBJECT: 48th Ave Sewer Interceptor Replacement – Budget Modification (TID Funding)

The utility began design on a new sanitary sewer force main replacement project in 2019, the project would replace the force main from the 72nd Ave lift station and relocate the discharge point of the force main to another location. This project included not only the force main replacement but also the need to increase the size of some of the downstream receiving sanitary sewer pipe. This work would allow for the ability to increase pumping capacity and discharge capacity of the 72nd Ave lift station for future higher flows and optimize pump operations at the lift station.

During the course of this project design the city received DOT funding for the reconstruction of Stewart Ave, to be completed in 2024. The force main project was designed and put on hold to be completed during the reconstruction of the Stewart Ave Reconstruction Project to complete all of the work at the same time. A portion of the work near 48th Ave and Industrial Park Lift Station is outside of the project limits of the DOT Stewart Ave Reconstruction project and this work needs to be completed for the new force main to be installed in 2024. This portion of the project we continued to pursue as it required coordination with the railroad and the utility companies.

The 48th Ave Sewer Interceptor Replacement Project has been in the design phase since 2019. The planning and design of this project has been delayed due to the coordination with three railroads and two power companies. Retaining permits from the railroad companies has been a long-drawn-out process. Due to the additional requirements by the railroads the project costs have been significantly increased. Some of the requirements have been to relocate the sanitary sewer in an area that now has conflicts with overhead and underground power, change the type of piping to meet railroad requirements, required railroad flagging by two separate railroads for each day of work to be completed and requires power lines to be moved and relocated. These are the major items and reasons for the increased costs of the project.

This project has been bid and is ready for construction. Completion of this project will be required to complete the force main replacement/relocation project in 2024. The funding for this project and the 2024 Stewart Ave reconstruction project is being funded by TID.

The current TID budget is \$350,000. The most recent engineer construction estimate for this project was \$450,000. The bid for construction is \$697,290.88 and WPS cost for relocating electric is \$59,929.40. Total project cost \$757,220.28. Budget request of \$780,000, which includes a 3% contingency for unforeseen items during construction. The total budget modification request is \$430,000.

48th Avenue Sanitary Interceptor Replacement (#8416145)

Owner: Wausau WI, City of

Solicitor: Clark Dietz

03/28/2023 10:00 AM CDT

| | | | | | Haas Sons, Inc. | |
|------------------------|------------|---|-------|----------|-----------------|---------------------|
| | Item Code | Item Description | UofM | Quantity | Unit Price | Extension |
| Base Bid | | | | | | |
| 1 | 201.0120.S | Clearing | ID | 190 | \$30.00 | \$5,700.00 |
| 2 | 201.0220.S | Grubbing | ID | 190 | \$30.00 | \$5,700.00 |
| 3 | 204.0155.S | Removing Concrete Sidewalk | Sq Yd | 31 | \$20.00 | \$620.00 |
| 4 | 204.0210.S | Removing Manholes | Ea | 1 | \$2,500.00 | \$2,500.00 |
| 5 | 204.0500.S | Removing Sanitary Sewer | Ln Ft | 94 | \$25.00 | \$2,350.00 |
| 6 | 204.0800.S | Sanitary Sewer Pipe, 15-Inch (Abandon) | Ln Ft | 908 | \$11.56 | \$10,496.48 |
| 7 | 305.0110.S | Base Aggregate Dense 3/4-Inch-Driveway/Parking | Cu Yd | 52 | \$60.00 | \$3,120.00 |
| 8 | 390.0203.S | Asphaltic Patching | Ton | 86 | \$220.00 | \$18,920.00 |
| 9 | 602.0415.S | Concrete Sidewalk 6-inch | Sq Ft | 276 | \$12.00 | \$3,312.00 |
| 10 | 602.0515 | Curb Ramp Detectable Warning Field Natural Patina | Sq Ft | 10 | \$50.00 | \$500.00 |
| 11 | 611.0535.S | Manhole Covers Type J-Special (Sanitary) | Ea | 5 | \$1,350.00 | \$6,750.00 |
| 12 | 619.1000.S | Mobilization | LS | 1 | \$168,400.00 | \$168,400.00 |
| 13 | 625.0700.S | Topsoil, Seed, Fertilizer, and Mulch | Sq Yd | 1260 | \$10.30 | \$12,978.00 |
| 14 | 628.1504 | Silt Fence | Ln Ft | 980 | \$3.03 | \$2,969.40 |
| 15 | 628.1520 | Silt Fence Maintenance | Ln Ft | 980 | \$0.55 | \$539.00 |
| 16 | 628.1905 | Mobilizations Erosion Control | Ea | 2 | \$4,015.00 | \$8,030.00 |
| 17 | 628.1910 | Mobilizations Emergency Erosion Control | Ea | 2 | \$550.00 | \$1,100.00 |
| 18 | 628.7504 | Temporary Ditch Checks | Ln Ft | 48 | \$22.00 | \$1,056.00 |
| 19 | 628.7555 | Culvert Pipe Checks | Ea | 2 | \$247.50 | \$495.00 |
| 20 | 628.7560 | Tracking Pads | Ea | 1 | \$500.00 | \$500.00 |
| 21 | 643.0100.S | Temporary Traffic Control | LS | 1 | \$6,500.00 | \$6,500.00 |
| 22 | 690.0150 | Sawing Asphalt | Ln Ft | 130 | \$4.00 | \$520.00 |
| 23 | 801.0105.S | Sanitary Sewer Manholes (60-Inch) | Ea | 3 | \$11,100.00 | \$33,300.00 |
| 24 | 801.0106.S | Sanitary Sewer Manholes (72-Inch) | Ea | 2 | \$14,500.00 | \$29,000.00 |
| 25 | 801.2000.S | Sanitary Bypass, Pumping | LS | 1 | \$20,000.00 | \$20,000.00 |
| 26 | 801.3000.S | Connection to Existing Structures | LS | 1 | \$9,000.00 | \$9,000.00 |
| 27 | 900.0318.S | Sanitary Sewer Pipe, 18-Inch Ductile Iron | Ln Ft | 27 | \$321.00 | \$8,667.00 |
| 28 | 900.0324.S | Sanitary Sewer Pipe, 24-Inch Ductile Iron | Ln Ft | 936 | \$313.00 | \$292,968.00 |
| 29 | 905.0024.S | 24" Plug Valve and Valve Box | Ea | 1 | \$41,300.00 | \$41,300.00 |
| Base Bid Total: | | | | | | \$697,290.88 |

**Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

District: 61

This contract is for the installation of Electric facilities entered into on March 1, 2023 (Contract Date) between CLARK DIETZ INC (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : S. 48TH AVE in the CITY OF WAUSAU, County of MARATHON, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

Type of Electric Service:

| | <u>-Electric-</u> | |
|--|--------------------|---------------------------|
| Standard System Facility Costs (Refundable) | \$0.00 | |
| Allowances | \$0.00 | |
| Special System Facilities Costs (Refundable) | \$0.00 | |
| Refundable Sub Total | <u>\$0.00</u> | |
| Special Facilities Costs Non Refundable: | | |
| System | \$58,848.69 | |
| Service* | \$1,080.71 | |
| Temporary Service | \$0.00 | |
| Non Refundable Sub Total | <u>\$59,929.40</u> | |
| Electric Total: | \$59,929.40 | |
| Total Cost | | <u>\$59,929.40</u> |

*This agreement does does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Area Expansion Program: This extension was installed under the Company's Area Expansion Program (AEP) Tariff. The AEP charge is calculated using an economic model approved by the PSCW and is based on an estimated 5 year conversion rate. If the estimated number of conversions is not obtained, AEP surcharges may extend past the projected end date until sufficient AEP contributions are collected. Applicable AEP information for this extension is:

The AEP charge is N/A per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

| Customer Name / Lot # | Address / Plat | Ext. Allowance Amount |
|-----------------------|----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Applicable refunds will be made to: Contracting Developer Property Owner Other _____

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: [Signature] Date: 5 April 2023
Mailing Address: 500 N 3RD. ST SUITE 703 WAUSAU, WI 54403

WPSC Signature: _____ Date: _____

| | | | |
|---|----------------|----------------------|-------------------------------------|
| Work Request/Revision: <u>3350968-2</u> | Account# _____ | Energized Date _____ | CIS Field Order Id <u>456251946</u> |
|---|----------------|----------------------|-------------------------------------|

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. Within the boundaries of the Customer's development project area, the Customer shall be responsible for all necessary environmental compliance actions including the installation, inspection, maintenance and removal of all soil erosion and sediment control best management practices (BMPs). The Company is responsible for repairing any BMPs damaged by Company or Company's contractor during Company's installation activities as well as the Company's necessary environmental compliance actions outside of the Customer's development project area.
5. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
6. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
7. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
8. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
9. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.
12. In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.
13. In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.
14. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
15. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
16. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
17. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
18. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modifications – 48th Avenue Intercept Project

Committee Action: Approved pending

Fiscal Impact: \$430,000

File Number: 22-1109

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

| | | | | |
|---------------|---|---|--|--|
| COSTS | <i>Budget Neutral</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Budget Source: TID 10 Funds</i> |
| | <i>One-time Costs:</i> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | <i>Amount: \$780,000</i> |
| | <i>Recurring Costs:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i> | | | |

RESOLUTION

WHEREAS, the City of Wausau received DOT funding for the construction of Stewart Avenue to be completed in 2024; and

WHEREAS, the utility expects to replace a force main and 72nd Avenue lift station to expand pumping and discharge capacity in 2024; and

WHEREAS, Stewart Avenue construction and the force main and lift station projects require the upgrade of the 48th Avenue sewer interceptor; and

WHEREAS, after an extended delay in the design due to railroad permitting, the bids for the 48th Avenue sewer intercept came in significantly higher than the estimate; and

WHEREAS, railroad requirements have created conflicts with overhead and underground power, changes in piping to meet railroad mandates, flagging at two railroad locations and poser line relocation; and

WHEREAS, this project will be funded by Tax Increment District 10;

WHEREAS, the Finance Committee has reviewed and recommends a project budget modification of \$430,000;

NOWTHERE 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 as outlined above.

Approved:

Katie Rosenberg, Mayor



Dept. of Public Works & Utilities

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

TO: Finance Committee/City Council

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

DATE: April 25, 2023

SUBJECT: Riverside Park Remediation Project – Budget Modification

Environmental soil sampling and investigation in the Riverside Park area dates back to the early 2000's. There was a more significant effort and amount of testing that was completed during the final planning phase of the Thomas St Corridor Reconstruction Project. Testing in the area north of Thomas Street between McCleary and Emter was the focus area of the testing.

Testing was conducted by multiple entities that included the City, the Citizens and Wauleco. Wauleco completed soil testing related to an air deposition study directed by the WDNR, the Citizens for a Clean Wausau completed soil testing of city owned property and the City completed testing of multiple areas from the Thomas St corridor north into Riverside Park.

The testing completed in October 2019 by Wauleco through the air deposition study found dioxin levels above WDNR standards along the old railroad corridor. The WDNR issued a Responsible Party letter to the City in November 2019 as the City was the current owner of the property. The Responsible Party letter required the City to prepare a Site Investigation Report (SIR) and perform further investigation and delineate the extent of the dioxin contamination in the area. The City completed the site investigation in 2022 and completed a Remedial Action Options Report (RAOR). The RAOR was accepted by the WDNR and the City prepared a bid package for remediating the contaminated area and the work was bid in April 2023.

The costs for the remediation are as follows:

- Remediation Site Work - \$62,086.36
- Onsite Inspection and site closeout - \$86,950
- Total = \$149,036.36

The budget modification request is for \$154,000, this will provide about a 3% contingency for any unforeseen site work that may arise. If it is not necessary than the funds will be returned to the account.

2023 Riverside Rail Corridor Soil Disposal Project (#8420494)

Owner: Wausau WI, City of

Solicitor: REI

04/18/2023 10:00 AM CDT

| | | | | | Woller Excavating LLC | | RiverView Construction Inc. | | RC Pavers LLC/Ron Christiansen Trucking | |
|------------------------|------------|--|------|------|-----------------------|-------------|-----------------------------|---------------------|---|---------------------|
| Line Item | Item Code | Item Description | UofM | Qty | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| Base Bid | | | | | | | | | | |
| 1 | 201.0110 | Clearing | SY | 1500 | \$5.85 | \$8,775.00 | \$31.50 | \$47,250.00 | \$34.00 | \$51,000.00 |
| 2 | 204.0200 | Removing Railroad Track | LF | 250 | \$7.74 | \$1,935.00 | \$53.00 | \$13,250.00 | \$50.00 | \$12,500.00 |
| 3 | 205.0600.S | Contaminated Soil Excavation/Hauling | Ton | 1600 | \$12.93 | \$20,688.00 | \$56.25 | \$90,000.00 | \$66.00 | \$105,600.00 |
| 4 | 208.0100 | Borrow | CY | 690 | \$16.25 | \$11,212.50 | \$56.25 | \$38,812.50 | \$50.00 | \$34,500.00 |
| 5 | 625.1050 | Topsoil | CY | 310 | \$30.00 | \$9,300.00 | \$66.50 | \$20,615.00 | \$80.00 | \$24,800.00 |
| 6 | 628.1504 | Silt Fence | LF | 375 | \$4.19 | \$1,571.25 | \$3.75 | \$1,406.25 | \$12.00 | \$4,500.00 |
| 7 | 628.2004 | Erosion Mat Class (WisDOT Class 1 Type B) | SY | 1900 | \$1.54 | \$2,926.00 | \$1.75 | \$3,325.00 | \$10.00 | \$19,000.00 |
| 8 | 629.0200 | Fertilizer (Type B) | LB | 120 | \$14.59 | \$1,750.80 | \$15.00 | \$1,800.00 | \$42.00 | \$5,040.00 |
| 9 | 630.0100 | Seeding (Mix 40) | LB | 8 | \$222.58 | \$1,780.64 | \$65.00 | \$520.00 | \$130.00 | \$1,040.00 |
| 10 | 630.0110 | Seeding (Mix 20) | LB | 41 | \$52.37 | \$2,147.17 | \$35.00 | \$1,435.00 | \$125.00 | \$5,125.00 |
| Base Bid Total: | | | | | | | | \$218,413.75 | | \$263,105.00 |

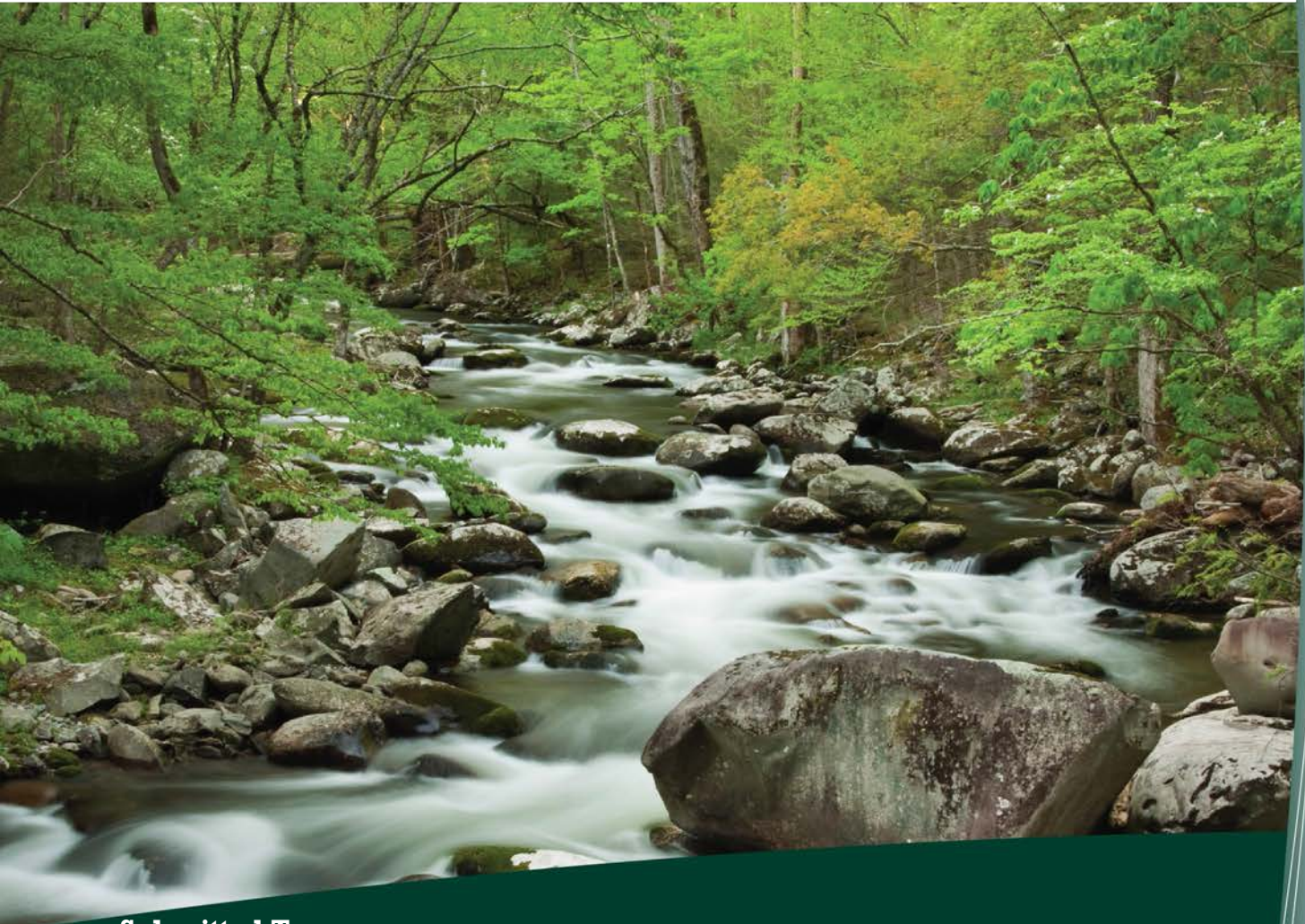


REI

CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

REMEDIAL EXCAVATION OVERSIGHT & REPORT PREPARATION (APRIL 2023)

SUBJECT PROPERTY:
RIVERSIDE RAIL CORRIDOR
132 RIVER STREET
WAUSAU, WI



Submitted To:

City of Wausau

Attn: Mr. Eric Lindman, P.E.

407 Grant Street

Wausau, WI 54403-4783

April 17, 2023

Prepared By:

REI Engineering, Inc.

4080 N 20th Avenue

Wausau, WI 54401

(715) 675-9784

**COMPREHENSIVE
SERVICES WITH
PRACTICAL
SOLUTIONS**



Why Choose REI?



CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

*What are our
clients saying?*

Thank you for requesting a proposal from REI Engineering, Inc. (REI). We have enclosed a copy of REI's Professional Services Agreement. If the Agreement is acceptable, please sign and return to our office. We will begin our services upon receipt of the executed agreement and your authorization.

clear understanding of the regulatory process and applying it to your project.

At REI, your opinion matters. We contact every client to evaluate and improve our services. We listen to you and offer solutions according to your expectations.

We offer comprehensive services with practical solutions. Client satisfaction is achieved through a

The following statistics demonstrate our commitment to exceeding your expectations and are based on a 5 year average.



Would you
hire REI again?

100%



Did REI meet your
expectation on the
quality of service?

99.6%



99.4%



Did REI meet
your deadlines?

99%

Did REI keep you
informed on
project progress?

How would you rate REI out of 5 stars?



"From the initial contact and continued direction...I have found REI to be an absolute asset to see the pace of my projections and projects to be fully completed on time. Very knowledgeable and professional."

*Northcentral Technical
College*

"I can always count on REI to provide me the services they promise by the deadlines we (sometimes even unreasonably) set for them."

Ruder Ware

"I had an outstanding experience working with REI from start to finish. REI is very knowledgeable and did an excellent job keeping me informed on the progress of the job." *Jon Thompson, Etco Electric Supply, Inc.*

"REI has been an excellent organization to work with. They make it a pleasure to do business with them. As we at Incredible Bank would say REI is incredible."

Incredible Bank

"REI Continues to be a very reliable and capable business partner. They instill confidence, meet deadlines, and are just good people to do business with. From the person that answers the phone, to the various individuals engaged in the final outcome; professionalism, courtesy and service is outstanding."

Greenheck Fan Corporation

REIengineering.com

What REI Can Do For You

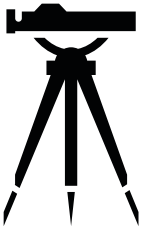
REI Engineering specializes in exceeding client expectations in civil engineering, surveying, environmental and safety consulting. Client satisfaction is achieved through a clear understanding of the regulatory

process and applying it to individual projects. Simply put - the vast number of repeat clients at REI indicate that we align our priorities with those of the client's to accomplish success.



CIVIL ENGINEERING DESIGN AND CONSTRUCTION

Unmatched project delivery supported by integrity and quality



LAND SURVEYING

Premier, accurate provider of surveying and land planning services, with commitment to efficient technology utilization and regulatory developments



ENVIRONMENTAL CONSULTING AND EMERGENCY RESPONSE

Dedicated and experienced professionals apply critical thinking to deliver cost effective solutions



SAFETY CONSULTING

Identifying economic solutions to comply with safety and regulatory compliance, implementing plans and executing training

“From the first phone call to REI to the completion of the inspection, REI has kept us informed of every step that needed to be completed and when it was scheduled. REI understood the urgency of our situation and was instrumental in making sure communication with the WI DNR and the Town of Roosevelt was shared. We would highly recommend REI!!!

*Cheryl Ustianowski,
Town of Roosevelt*

“It was very easy to work with REI, they were very prompt with getting in touch with me on where our project was at all times. It exceeded my expectations as to how fast it all got done. I thought it was very nice how the owner took the time to come in and introduce herself to me and just chat when I came down for our first meeting, to me, that goes a long ways. I would definitely recommend your service to anyone I know. Thanks again”

REI provided survey and design services for our company. Our project included a site survey and topographic survey, zoning compliance services, design services which included consideration for relocation of tractor/trailer access to loading docks, location of new septic mound system, erosion control plan including a storm water retention pond and building expansion. A Storm Water Management Plan was developed for our company. We initially consulted with Tom Radenz and Mike Mohr was the Project Engineer that worked on our project. Mike was very professional and knowledgeable - he was responsive to our questions/changes and was considerate of timing requirements. He attended and presented at town meetings on our behalf and was a pleasure to work with. We were very happy with the services provided by REI for our project.”

Goetsch's Welding & Machine, Inc.”

INTRODUCTION

On September 24, 2019 TRC Solutions submitted Wood Waste Burning Site Investigation results for the WAULECO site. This sampling was based on aerial models and were collected near potential sources of dioxins and furans. Three (3) samples were collected along the former railroad tracks which revealed an exceedance for residential direct contact Residual Contaminant Level (RCL).

On November 21, 2019, the City of Wausau received a “Responsible Party Letter” for contamination identified within the former rail corridor located at the south end of Riverside Park. This letter required the City of Wausau to conduct a site investigation for Dioxin/Furan contamination related to soil samples along the riverside rail corridor. The source was suspected to be the railroad ties.

In April 2020, September 2020, and May 2021; REI Engineering, Inc. (REI) personnel collected a total of fifty-six (56) soil samples from the railroad corridor and southern end of Riverside Park surrounding the discharge of a stormwater culvert. The analytical results were submitted to the WDNR Project Manager.

In September 2021, REI submitted a Site Investigation Report with Technical Assistance Request summarizing the results of the site investigation in accordance with Wisconsin Administrative Code (WAC) Chapter NR716. The report identified soil contamination, exceeding the WAC Chapter NR720 Direct Contact RCLs exists on the subject property. The extent of unsaturated soil contamination appears to have been adequately defined on the subject property. Based on these results, REI recommended remedial actions be taken to address unsaturated soil contamination exceeding the WAC Chapter NR720 direct contact RCLs. The WDNR completed the technical review and approved the Site Investigation Report in November 2021.

In June 2022, REI submitted a Remedial Action Options Report summarizing remedial action options to address identified soil contamination exceeding the WAC Chapter NR720 Direct Contact RCLs present on the site. Based upon the effectiveness, technical feasibility, cost, and estimated time to site remediation and closure, REI recommended soil excavation and landfilling of the excavated materials as the preferred remedial action for the site. Prior to disposal of the contaminated materials, the Marathon County Landfill required additional soil sampling for the landfill’s Protocol 1 to determine that the excavated materials could be

disposed of as a solid waste and would not be qualified as a hazardous material. Additionally, REI recommended that additional soil samples be collected from the proposed excavation prior to completion of the excavation in order to verify the excavation would encompass the entire lateral extent of soil contamination. These samples would also be used as the sidewall confirmation samples for the completed excavation since it is not possible to accurately field screen for the contaminants of concern.

In September 2022, October 2022, and November 2022; REI personnel collected a total of eighteen (18) soil samples from the proposed excavation boundaries to insure the proposed excavation boundaries would capture all Dioxin/Furan contamination exceeding the WAC Chapter NR720 Non-Industrial Direct Contact RCLs. After the initial sampling conducted in September 2022, additional sampling was complete due to exceedance identified resulting the proposed excavation area being increased. These samples will be utilized as the excavation confirmation soil samples for the sidewalls of the excavation.

The purpose of the following scope of services will be to provide oversight of the excavation activities to be completed by the City of Wausau's selected contractor. The oversight includes additional confirmation soil sampling and dust monitoring to insure dust control measures conducted by the contractor are effective. The scope of services also includes preparation of a Remedial Action Report and Case Closure Request along with required WDNR Fees.

SCOPE OF WORK

1. REI personnel will conduct on onsite bid meeting on March 28, 2023 along with City of Wausau personnel, for interested contractors to view the site and ask informal questions.
2. REI personnel will assist City of Wausau personnel with formal bid questions submitted by prospective contractors as part of the bid process.
3. REI will coordinate with City of Wausau personnel concerning contractor selection. After a contractor has been selected, REI will coordinate with the selected contractor concerning start date of the excavation.
4. REI personnel will stake the excavation boundaries prior to the contractor beginning site preparation. If required, REI personnel will re-stake the excavation boundaries following completion of site preparation by the contractor to ensure accuracy of the excavation boundaries.

5. REI will install three (3) dust monitors around the excavation site on City of Wausau property. The dust monitors will have instant read capacity and allow for real time monitoring of particulate matter concentrations around the excavation site. The monitoring will be set up and commence data collection approximately 30 minutes prior to the contractor beginning work for the day with monitoring continuing until approximately 30 minutes following completion of daily excavation activities. REI personnel will inform the contractor if increased dust concentration trends are identified.
6. REI personnel will document the excavation activities conducted at the site during all stages. Documentation will be utilized for preparation of a Remedial Action Report and Case Closure Request. Please note, as the excavation contractor has not been selected, this proposal uses the assumption the excavation and site restoration will be completed over three (3) weeks with five (5), eight (8) hour days per week. Additionally, this proposal assumes four (4) weeks of rental for dust monitoring equipment to allow for monitoring before and following completion of the excavation.
7. REI personnel will also collect up to twenty-five (25) confirmation soil samples from the base of the excavation and the southern sidewall. Confirmation soil samples were collected prior to the excavation from the northern, western, and eastern sidewalls in late 2022.
8. REI will update the existing detailed site map showing all significant features including the approximate former soil sample locations along with these additional soil sample locations and approximate property lines.
9. REI will prepare a Remedial Action Report as required under Wisconsin Administrative Code Chapter NR724.15. This report will summarize the soil excavation and site restoration. The report will be submitted to the WDNR Project Manager along with a Technical Assistance Request and fee in order to receive a formal response from the WDNR regarding the completeness of the site remediation.
10. After the WDNR has accepted the Remedial Action Report and determined the remedial actions conducted have sufficiently remediated the site, REI will prepare a Case Closure Request. The Case Closure Request is required to be completed to move the site towards closure with the WDNR. The Case Closure Request requires the submittal of a review fee

and any applicable database fees. Once the WDNR has accepted the case closure request, the WDNR will issue a remaining actions letter if remaining actions are required prior to final case closure. If no remaining action are identified by the WDNR or once the remaining actions are completed, the WDNR will issues a final case closure letter.

11. Please note, due to the very limited option for field screening dioxin contamination in soils with accuracy, there is a possibility the confirmation soil samples may identify contamination which would require additional remediation. REI has attempted to limit this possibility by collecting additional soil samples to verify the lateral extent of the contamination and adjust the excavation boundary. REI will review the laboratory analytical results for the confirmation soil samples and notify the City of Wausau if additional remediation or and institutional control is necessary to move the site towards closure.

EXEMPTIONS

Any additional remediation beyond the currently planned remedial excavation necessary is not included in this proposal.

CONDITIONS

Should unanticipated conditions develop necessitating changes in the work scope, REI will notify you immediately. The cost will be based on the actual work completed in accordance with our current standard fee schedule.



Professional Services Agreement

Proposed Services: Remedial Excavation Oversight & Report Preparation
 (April 2023)
 Site Name: Riverside Park, 132 River Street, Wausau, WI
 Client: City of Wausau, Attn: Mr. Eric Lindman, P.E., 407 Grant Street,
 Wausau, WI 54403
 Date: April 17, 2023 REI Project No.: 9073

REI's Scope of Services on the project is limited to the Work Scope previously stated in the proposal document.

REI has relied on the following understanding in preparing the Work Scope and basis of payment: Site Investigation Report, Remedial Action Options Report.

REI will provide the following deliverables: Landfill disposal approval, lateral definition of excavation extents, request for proposal preparation assistance.

Services provided by REI will be reimbursed by the Client at REI's hourly rate schedule. The fee will be invoiced on a monthly basis. REI has estimated the costs for the additional scope of work as follows.

Subcontracted Services

| | |
|---|-------------|
| Laboratory Analysis – Soil Samples – 25 samples in Riverside Park | \$21,825.00 |
| Waste Disposal | \$275.00 |
| Dust Meter Rental – 3 Stations (4 weeks) | \$12,600.00 |

Professional Consulting Services

| | |
|---|-------------|
| Pre-Excavation Monitoring (1 week, 7 days per week, 2 hour per day) | \$1,700.00 |
| Excavation Oversight (3 weeks, 5 days per week, 11 hours per day) | \$25,000.00 |
| Excavation Surveying (Staking and aerial photo collection) | \$3,500.00 |
| Report Preparation – Excavation Report & Case Closure Request | \$15,100.00 |
| Project Management & Administrative | \$5,250.00 |

Regulatory Fees

| | |
|---|------------|
| WDNR Technical Assistance Request – Excavation Report | \$350.00 |
| WDNR Case Closure Review and Database Fees | \$1,350.00 |

Estimated Project Total \$86,950.00

General Conditions: See "General Conditions"

Advanced Payment: N/A

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables; that it is premised upon the Client representations set forth herein; and that it is subject to the general and supplemental conditions (if any) incorporated herein.

CLIENT:**REI ENGINEERING, INC.:**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Matthew C. Michalski, P.G.

Title: _____

Title: Hydrogeologist/Project Manager

Phone number: _____

Date: _____

Date: _____

PART I: SERVICES AND DELIVERABLES

REI Engineering, Inc. ("REI") agrees to provide to Client the services and deliverables (the "Services and Deliverables") enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the "Agreement") subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

PART 2: FEES FOR SERVICES

2.1 Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client's request for a reasonable charge.

2.2 Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.

2.3 REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.

2.4 Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI's then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services.

PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

3.1 Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI's completion of the Services and Deliverables. Client will immediately provide to REI any new information of which Client becomes aware during the course of the project.

3.2 Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.

3.3 Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.

3.4 Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client's failure to comply with this Part 3.4.

3.5 REI provides the Services and Deliverables to Client for Client's sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services' and Deliverables' intended purpose.

3.6 While REI will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of REI's services, some damage may occur. The restoration of any damage is the responsibility of Client. If Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI's fee.

3.7 In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created or developed by REI pursuant to this Agreement (collectively, the "Documents and Data"), Client covenants and agrees that all such Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

PART 4: HAZARDOUS MATERIALS

4.1 Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.

4.2 Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

4.3 If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

4.4 Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed that was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

4.5 Nothing contained within this Agreement shall be construed or interpreted as requiring REI or its subcontractors to assume the status of a generator, storer, treator, or disposal facility as defined in any federal, state or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous or toxic materials.

PART 5: SUBCONTRACTORS

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from or due to, in whole or in part, such subcontractor's or contractor's work.

PART 6: LIMITATIONS OF LIABILITY

6.1 Client hereby agrees that in no event shall REI's aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI's professional liability insurance policy.

6.2 Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.

6.3 Client or Client's construction contractor shall have sole and complete responsibility for job site conditions (at all times and not limited to normal working hours) during the course of construction, including construction means and methods, and safety of all persons and property.

6.4 Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of this Agreement.

PART 7: INSURANCE

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by Client or by others.

PART 8: FORCE MAJEURE

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the Work Scope, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

PART 9: PERMITS

9.1 Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

9.2 REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.

9.3 Services required by regulatory agencies as a condition of permit approval, but which are not included in the Work Scope, will be considered additional services for which Client will pay REI additional compensation at REI's then current rates. REI will not perform additional services without Client's consent.

9.4 It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

PART 10: STANDARD OF CARE

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

PART 11: TERMINATION

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

PART 12: REI EMPLOYEES

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

PART 13: MISCELLANEOUS

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modifications – Riverside Park Remediation

Committee Action: Approved pending

Fiscal Impact: \$154,000

File Number: 22-1109

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

| | | | | |
|---------------|---|---|--|--|
| COSTS | <i>Budget Neutral</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Budget Source: Environmental Fund</i> |
| | <i>One-time Costs:</i> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | <i>Amount: \$154,000</i> |
| | <i>Recurring Costs:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> | | | |

RESOLUTION

WHEREAS, the necessary testing and compliance documentation has been conducted on the Riverside Park remediation site and the Remedial Action Options Report was accepted by the Wisconsin DNR; and

WHEREAS, remediation work has been bid out and costs are \$62,086 for site work; close out and inspection \$86,950 for a total of \$149,036 and

WHEREAS, the Finance Committee has reviewed and recommends establishing a project budget of \$154,000 with funding from the Environmental Fund;

NOWTHERE 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 as outlined above.

Approved:

Katie Rosenberg, Mayor

Dept. of Public Works & Utilities



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

TO: Finance Committee
FROM: Eric Lindman, P.E.
Director of Public Works & Utilities
DATE: April 25, 2023
SUBJECT: Closing McClellan Ramp – Improvements to Jefferson

The City has been closely monitoring the condition of the McClellan Ramp for the past several years. The ramp has exceeded its expected design life. In 2021 city staff determined an annual evaluation of the McClellan Ramp be completed to ensure its safety and viability for use. As part of the annual evaluation recommendations and cost estimates have been provided to the city. It has been the goal for the City to do our very best to extend the life of the ramp into 2024 and the 2022 evaluation showed the ramp was in need of temporary shoring and repairs to tripping hazards and other concrete areas. In 2022 some temporary shoring and other work was completed to maintain the viability and safety of the ramp for an additional year. In 2023 another evaluation was completed and the costs to keep it fully operational until fall of 2023 are significantly higher than expected. Staff feels with the condition of the ramp continuing to deteriorate it is in the best interest to close the ramp and move all parkers to other locations.

Based on the assessment report and discussions with Walker Parking (ramp consultants) there are proposed options for consideration:

1. Try and keep the entire ramp viable into 2025 (not guaranteed)
 - a. Cost = \$335,000 plus any engineering analysis and annual inspections
2. Keep ramp viable with closing the top two levels to fall of 2023
 - a. Cost = \$156,000
3. Close the ramp June 1 and relocate parkers to Jefferson Ramp and surface lots
 - a. Cost = \$0.00

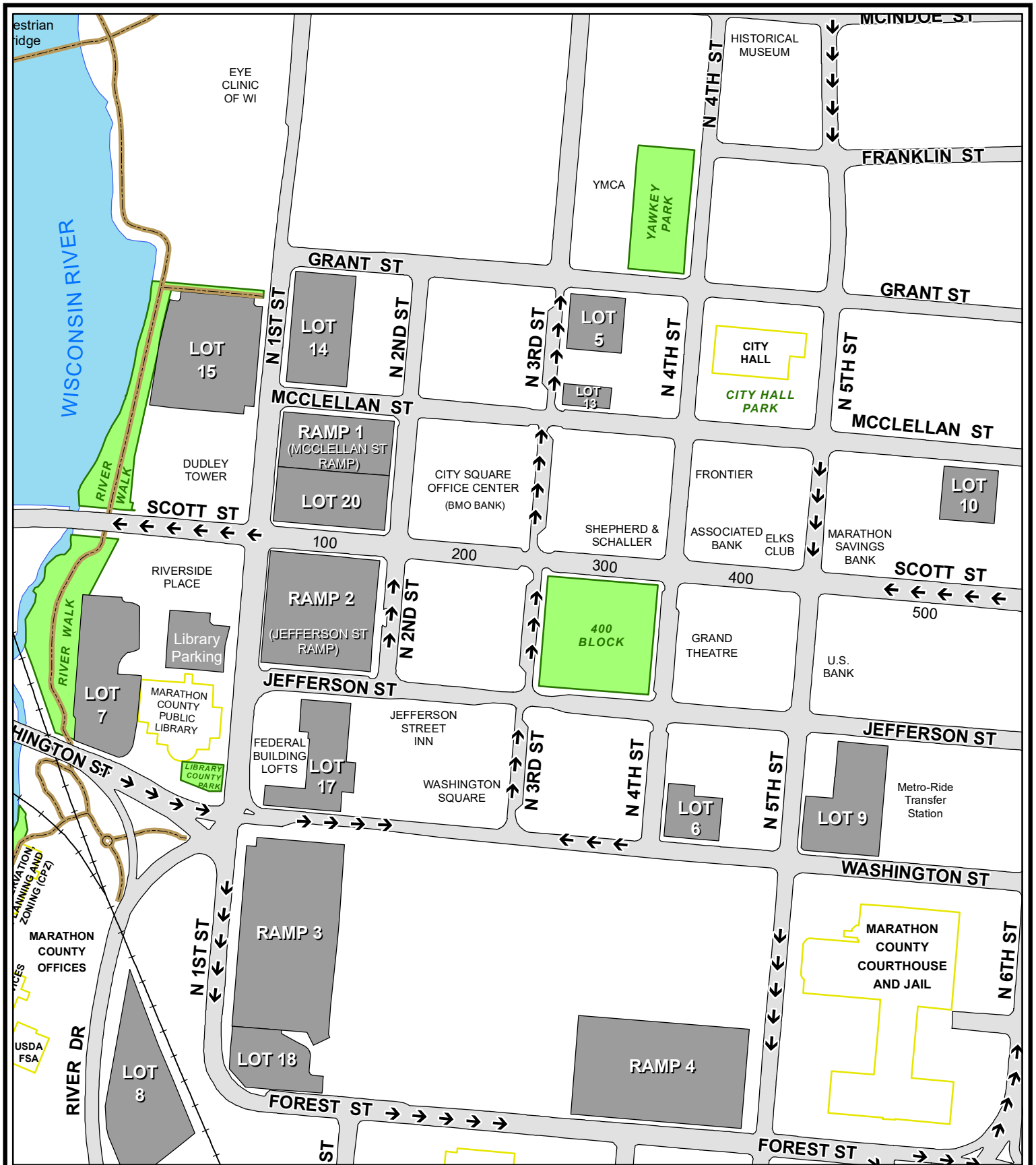
Staff recommends closing the McClellan Ramp as of June 1, 2023 due to excessive costs to keep it viable and the rapid rate of deterioration that has been seen over the past 18-months. It is recommended to budget in 2024 for the demolition of the facility.

McClellan Ramp permit holders have the option to move to the Jefferson Ramp and use levels 2-4 at no additional cost or expense and they have the option to use Lot 20 (NE corner of 1st St and Scott St) or use Lot 14 (NE corner of 1st St and McClellan St). All these options are available to parking permit holders for the McClellan Ramp.

The designated parking signs on the 2nd floor of the Jefferson Ramp have been removed and the parking in this ramp is open to permit holders. The Jefferson Ramp has over 500 stalls available with over 300 of those available on floors 2 through 4.

Staff recommends budgeting to complete the construction to pave Lot 14, anticipated to provide an additional 70 surface parking spaces. It is recommended this lot be constructed in 2024 after the McClellan Ramp is taken down.

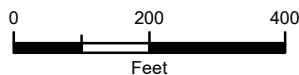
Staff recommends using some of the 2023 budgeted funds to perform heavy cleaning in the stairwells of the Jefferson Ramp to eliminate the stains and odors from urine and feces. It is recommended to clean these surfaces in the stairwells and then coat/seal the concrete floors and paint the walls. Sealing these surfaces will help with cleaning in the future and prevent staining of the concrete. Staff continues to look at securing the stairwells in a way that would still allow all users of the ramp access and mitigate people from sleeping and living in the stairwells.



Downtown Parking City of Wausau

DISCLAIMER:
 1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

- Parks
- Parking Lots
- Public Buildings
- Multi - Use Trail



City of Wausau
 Department of Public Works
 GIS Division
 407 Grant St
 Wausau, WI 54403
 gis@ci.wausau.wi.us
 www.ci.wausau.wi.us

Map Date: April 19, 2023

WHEREAS, Staff recommends closing the top two floors of the Ramp immediately; and

WHEREAS, staff recommends closing the remainder of the Ramp as of June 1, 2023; and

WHEREAS, staff recommends demolition of the Ramp in early 2024.

NOWHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to close the Ramp effective June 1, 2023 with the top two levels of the Ramp to be closed immediately.

Approved:

Katie Rosenberg, Mayor