



## OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **FINANCE COMMITTEE**  
Date/Time: **Tuesday, February 14, 2023 at 5:30 PM**  
Location: **City Hall (407 Grant Street) - Council Chambers**  
Members: Lisa Rasmussen, Doug Diny, Carol Lukens, Michael Martens, Sarah Watson

### AGENDA ITEMS

- 1 Minutes of the previous meeting(s): (1/24/23)
- 2 Discussion and possible action regarding ARPA funding requests and related budget modification
- 3 Discussion and possible action on conveyance of 144 W. Washington Street from Community Development Authority (property behind Marathon County Public Library)
- 4 Discussion and possible action regarding Wireless Telecommunication Equipment and Service Agreement with New Cell, Inc. d/b/a Cellcom
- 5 Discussion and possible action on proposed settlement of outstanding lease payment delinquency – KOZ Holdings LLC d/b/a Pro Players Sports Bar and Grill (parking lease agreement) – 206 Grand Avenue, Schofield
- 6 Discussion and possible action regarding Addendum to Airport T-hangar Leases Requiring Payment Through EFT (Electronic Funds Transfer) as the Only Payment Option.
- 7 Discussion and possible action regarding EEC ARPA allocation reclassified as lost revenue
- 8 Discussion and possible action regarding Contract with E-Plan Exam for Comprehensive Commercial Building and Plumbing Plan Review
- 9 Discussion and possible action regarding Public Works West St Repair Garage Preliminary Design Architectural Services Amendment 5 (Barrientos Design & Consulting)
- 10 Discussion and possible action on sole source request to purchase 20 sets of firefighter turnout gear from Jefferson Fire

Adjourn

Lisa Rasmussen, Chair

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

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

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 2/10/23 at 11:00 AM

*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](mailto:ADAServices@ci.wausau.wi.us) to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.*

## **FINANCE COMMITTEE**

Date and Time: Tuesday, January 24, 2023 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Dustin Kraege, Solomon King, Jeremy Kopp, Jared Thompson, Ben Bliven, and Kaitlyn Bernarde

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

### **Minutes of the previous meeting(s): (1/10/23)**

Motion by Lukens, second by Martens to approve the minutes. Motion carried unanimously.

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

Lisa Rasmussen stated there were not any new requests to consider tonight, but the electronic ranking sheet for the Council Chamber equipment presented by the IT Director at the last meeting will be going out this week and will be brought back to the next meeting.

### **Discussion and possible action regarding cooperative purchasing of two replacement ambulances**

Rasmussen explained the purchase of two of these fully outfitted ambulances would create a funding issue in the Motor Pool to the extent that we would have to do a budget modification for approximately \$200,000 that the fund does not have currently. She stated the Fire Department is working with a \$130,000 grant that needs to be expended this year. She referred to Deputy Chief Kopp's memo that provides other options, such as adjusting the equipment on the ambulances; or purchase one fully outfitted ambulance using the grant funds, not requiring a budget modification. The concern is that it is a substantial budget modification in week three of our budget year. She noted there is also the possibility that the cost may increase if they purchase the second ambulance later in the year.

Jeremy Kopp, Deputy Chief, stated ambulances Med 4 and Med 5 are 10 years old and need replacement. The department wanted to put together something that would meet the needs of our community with comfortability, reliability, as well as enhance our standards for CAAS accreditation, which the current ambulances do not. An ambulance committee was put together between the Fire Department personnel and DPW personnel. The \$130,000 grant would be \$100,000 for an ambulance and \$30,000 for the lift equipment for the cots. He indicated they did a lot of research, talked to a lot of vendors, and the EMS Division Chief Thompson visited one in Florida and one in North Carolina. The biggest concern is availability of ambulances; a lot of these companies stated if ordered right now they would be a minimum of two years out. This particular company, AEV, out of North Carolina, has some demo units that if we move forward, we could have them by October 2023. He pointed out the prices have gone up multiple times in the last couple years, three different times in 2022. They will go up another 7% at the end of the month and another price hike some time this year.

Rasmussen commented she was impressed that this model allows the crew to be able to work on the patient while wearing a restraint. She pointed out the situation where an ambulance from another department was hit and rolled over on its way to the hospital. The potential for injury to the patient and the staff is critical. She also noted in the proposal there is a different level of air filtration and purification, which we have found to be very important since Covid. She did not want to nickel and dime the vehicle in terms of lights, signs, and bumpers, etc.; if we spend the money, it should be properly equipped. She suggested they purchase one fully equipped ambulance rather than two that are picked apart and consider an advance order on the second unit, knowing that there is a possible two-year delivery.

Kopp indicated there was a potential for AEV to get seven more demos later in 2023, which could be considered for the second unit to get it quicker than two years. Rasmussen thought we many want to wait until further into the 2023 budget year to see if it is going in a positive direction.

Doug Diny questioned what criteria is used to trigger the disposal of the ambulances, if they have any value to other departments, or are they being traded in. Kopp stated DPW tracks the use of the ambulances, mileage, wear and tear. He indicated both he and Solomon King felt the trade-in offer was rather low compared to selling it outright. He noted the ambulances are doing 90% of the call volume at Wausau Fire Department and are used to point there is not much left to them and they are costing more to maintain. Chief Bob Barteck talked about price increases for ambulances they have seen across the board and about the fleet budget.

Sarah Watson questioned when they would know what the 2022 surplus is, and Groat indicated she'd bring that information to the next meeting.

Kopp added they were also given a financing plan from AEV with a 4% rate and if they would like to review that information, he will provide it. He stated the fire safety house donation is coming up on this agenda and pointed out \$40,000 is in the 2024 budget for its' replacement, but they no longer need to replace it due to changes in the school programs. This is another potential area of funding from the Fire Department.

Motion by Watson, second by Lukens to approve the purchase of one fully equipped ambulance and hold on the second ambulance. Motion carried 5-0.

**Presentation on Utility Pilot payments**

*Deferred to future meeting.*

**Discussion and possible action regarding donation of fire safety trailer**

Rasmussen stated the school's educational programs have changed so it is no longer needed, however, Ringle Fire is still doing those programs and could make use of it.

Motion by Lukens, second by Martens to approve the donation. Motion carried 5-0

**Discussion and possible action on enforcement action on KOZ Holdings LLC d/b/a Pro Players Sports Bar and Grill (parking) Lease Agreement – 206 Grand Avenue, Schofield**

Rasmussen explained the lease is for a strip of property that is part of the airport property. They have had the lease for several years, but the last four years have not been paid. A collection letter could be sent, or another option is to terminate the lease, but that may not prevent people from still parking there. She questioned if they had the option to pursue collection on three of the four years, but not 2020 due to the pandemic adversely affecting restaurants/bars. She noted the rate is just over \$1,100 per year. Maryanne Groat stated the owner has not reached out to us to say he wasn't going to pay or asking for a discount. Anne Jacobson stated he does not respond at all.

Sarah Watson was in agreement of not charging for the one year 2020, but also suggested they could remove the delinquency finance charges, so they would just pay the rate for three years and continue the lease. Rasmussen stated if he does not pay then they would have to consider stiffer measures. Groat questioned if he decides not to lease it, would we have to police it and issue tickets to people parking there. A fence was suggested to keep vehicle off the site. *Discussion continued.*

Doug Diny commented we are negotiating with ourselves and need to have some dialogue with the owner to find out where he stands first. Jacobson indicated they have had difficulties with him since they executed the lease in 2015; he doesn't return phone calls, emails, or letters. Watson stated then perhaps a collection letter needs to be sent to get a response.

Motion by Diny, second by Watson to direct the City Attorney to send a formal collection letter to KOZ Holdings LLC. Motion carried 5-0.

**Discussion and possible action regarding authorizing the amendment of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code Sec. 3.40.010(a) relating to commercial kennel permit fees**

Rasmussen stated the Public Health & Safety Committee has been working on offering a permit whereby people can operate either commercial kennels or doggy daycares. She indicated PH&S recommends \$100 fee which mirrors the fees in other municipalities that have these same permits, including Weston which our Humane Officer also serves. She noted the commercial kennel ordinance has a definition that excludes anything that would act like a puppy mill.

Motion by Watson, second by Martens to approve adding the \$100 fee for the permit. Motion carried 5-0.

**Adjourn**

Motion by Lukens, second by Diny to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:11 pm.

**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
- \* Cybersecurity investment and modernization is eligible to new or existing infrastructure.



|                         |                                                           |               |              |
|-------------------------|-----------------------------------------------------------|---------------|--------------|
| Project Title           | Lead Service Line Replacement - Private Side Henrietta St |               |              |
| Department              | DPWU                                                      | Contact Name: | Eric Lindman |
| Priority 1-6 (low-high) | 6                                                         |               |              |

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

**Project Type (Check all that apply)**

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

**PROJECT DESCRIPTION**

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

Wausau has been replacing private side lead service lines through forgivable loans/grants from the WDNr since 2016. The WDNr allocated \$577,000 to Wausau in 2022 and these funds were expended. In August 2022 the utility requested an additional \$200,000 from the WDNr for 2022 to replace another 30-35 service lines before the end of the year. The WDNr at that time stated they could not commit to the additional funding but if funding was returned after the 2022 season the WDNr would be able to reallocate that funding to Wausau. In the interim the City Council approved \$200,000 as ARPA to bridge the gap in funding so work could continue. We recently received notice that the WDNr has allocated an additional \$270,000 to the Wausau to cover those additional replacements in 2022.

Lead service lines in the distribution system are the most significant risk to health we currently have in our water system. Removing the lead service lines from the system will greatly reduce potential lead risks to residents. The revised USEPA Lead and Copper Rule does not allow partial replacements of Lead Service Lines (LSL) without additional mitigation measures. The reason for this is when the LSL's are disturbed they have a tendency to leach higher levels of lead into the water for a period of time which may negatively affect the users of the household with the LSL. The utility has prepared and is submitting to the WDNr a Lead Service Line Replacement Plan (LSLRP) which will be required in 2024 to meet the USEPA revised Lead & Copper rule. These new rules become enforceable in October 2024 and implementing this Plan sooner puts us in a great position to remain compliant and take advantage of any potential grants for this initiative.

The Utility would like to perform a Pilot test of the LSLRP in 2023 for the Henrietta St reconstruction project. There is no requirement for homeowners to replace their LSL so it would be a voluntary program and hopefully with some monetary incentive for the owner to replace their LSL. The LSLRP would include public outreach to the residents along this street corridor, education about the dangers of lead, direct contact with homeowners encouraging owners to replace their LSL and with ARPA funding a monetary incentive could be offered. This is a high priority area according to the LSLRP as it is a LMI area within the city and since the area will be completely reconstructed it is the most economical time to replace the private LSL. The ARPA funding would be used to pay for the replacement of the private side LSL, either partially or fully funded. Currently the utility, with available grant funding, had provided homeowners with an amount of up to \$3,500 of principle funding for the replacement of their LSL. The utility is currently working on a LSLRP which will be submitted to the WDNr for funding. The ARPA funding will be used to pay for the replacement of the private side LSL, either partially or fully funded. Currently the utility, with available grant funding, had provided homeowners with an amount of up to \$3,500 of principle funding for the replacement of their LSL. The utility is currently working on a LSLRP which will be submitted to the WDNr for funding.

**WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY**

|                                     |                                                              |                                     |                                                                                  |
|-------------------------------------|--------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Addresses critical health or safety hazard.                  | <input checked="" type="checkbox"/> | 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 | <input type="checkbox"/>            | Expands existing service into an undeveloped area.                               |
| <input 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**

Lead service lines were installed in the city from the late 1940's through about 1970. The city uses sodium silicate in the distribution system as a corrosion control method to prevent lead from leaching into the water. The longer the water rests in the lead pipes the more risk of lead leaching into the water. Health impacts of lead are well documented and it is a high priority of the utility to remove the lead from the distribution system responsibly and quickly as possible without creating more health risks.

**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.**

These are old lead service lines beyond their design life and increase potential health risks to residents. When these service lines leak it is no longer an option for repair of these service lines, they need to be replaced.

**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**

The utility is asking to reallocate the \$200,000 of ARPA previously obligated to implement this Pilot Study of the LSLRP. This project would anticipate all 40 LSL lines within the Henrietta St reconstruction area would be replaced during the 2023 construction season. This Pilot Study will allow us to evaluate out communication and outreach plan and make adjustments when we begin the full implementation of the LSLRP expected in 2024 where we expect to replace up to 600 LSL's on an annual basis for the next 15 years.

DPWU

| FUNDING SOURCES    |  |    |         |    |   |    |   |    |         |
|--------------------|--|----|---------|----|---|----|---|----|---------|
| ARPA Funding       |  |    |         |    |   |    |   |    | -       |
| Donations          |  |    |         |    |   |    |   |    | -       |
| User Fees          |  |    |         |    |   |    |   |    | -       |
| Debt Issuance      |  |    |         |    |   |    |   |    | -       |
| Other Grant Income |  |    |         |    |   |    |   |    | -       |
| Other (Describe)   |  |    |         |    |   |    |   |    | -       |
| Total Sources      |  | \$ | -       | \$ | - | \$ | - | \$ | -       |
| Shortfall          |  | \$ | 200,000 | \$ | - | \$ | - | \$ | 200,000 |

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

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

These funds would be expended in 2022.

## DPWU

[illegible]

**To:** CDA Board, City Finance Committee  
**From:** Liz Brodek, Development Director  
**Date:** January 24, 2023  
**Re:** 144 Washington Street Conveyance from Community Development Authority to City of Wausau

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It was recently discovered that a parcel at 144 Washington Street, just behind the library, is owned by the Community Development Authority (CDA). This Board must decide whether to retain that property or convey it to the City of Wausau.

It came to the attention of the Community Development Department in October 2022 that this property is in the CDA's name. CDA staff confirmed that the CDA has not used and will not use this property. Transferring this property to the City will not have any financial impact to the City, beyond what is already being incurred, or the CDA. It is currently held by a tax-exempt entity (the CDA) and will continue to be tax-exempt. The City has been caring for this parcel.

A similar situation was found in December 2021 with the Lincoln Neighborhood Tot Lot for which this Board unanimously recommended conveyance to the City.

The City's current Procurement Policy requires Council approval of real estate purchases where the City is the proposed seller or purchaser. The Council must also accept/approve donations of any kind, so whether or not there is a "sale," this transaction requires Council approval. Upon presumed approval among the CDA Board, it will go to Finance Committee and then the City's Common Council for final conveyance approval.

**Staff recommends the CDA recommend transfer of its property at 144 Washington Street to the City of Wausau.**

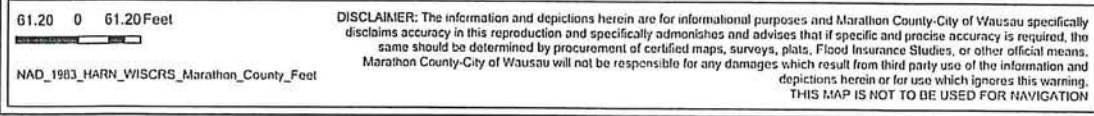


 Land Information Mapping System



- Legend**
- Road Names
  - Owner Last Names
  - Parcels
  - Parcel Lot Lines
  - Land Hooks
  - Section Lines/Numbers
  - Right Of Ways
  - Named Places
  - ☐ Municipalities

Notes



935186 copy  
1-6-8-96

935186

DOCUMENT NO.

VOL 541 PAGE 974

WARRANTY DEED

Recording Data

REGISTER'S OFFICE  
MARATHON COUNTY, WI  
11-06-1990 3:15 PM

BARRY S. LIBMAN and MICHAEL A. LIBMAN d/b/a WASHINGTON STREET ENTERPRISES, a Wisconsin partnership, convey(s) and warrant(s) to COMMUNITY DEVELOPMENT AUTHORITY of the City of Wausau

VOLUME 541 OF MICRO  
RECORDS ON PAGE 974  
Return to Atty. William Nagel  
City Hall REGISTER  
Wausau, WI 54401  
Pat. Book 446, 244

the following described real estate in Marathon County, State of Wisconsin:

Lot eight (8) in Block four (4); Lot seven (7) in Block three (3); and Lots eight (8) and nine (9) in Block three (3), except the East thirty-five (35) feet thereof, all in the Original Plat of the Village (now City) of Wausau.

AND  
That part of Government Lot six (6) in Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, lying between the Southerly line of the West 120 feet of Lot 9 in Block 3 and the Northerly line of Washington Street.

Excepting the right of the owner of the East 35 feet of Lots 8 and 9 in Block 3 of the Original Plat of Wausau to use the West 10 feet of the East 45 feet of said Lots 8 and 9 in Block 3 (and extended South to Washington Street) as a private alley in common with the owner of the premises lying West of said alley, as described in Deed recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Deed Book 129, on page 125.

TRANSFER

\$ 600.00  
FFE

This is not homestead property.  
(If not)

Exception to warranties: easements, covenants and reservations of record and restrictions imposed by official government maps and ordinances.

Dated this 6th day of November, 1990.

(SEAL)

BARRY S. LIBMAN

(SEAL)

(SEAL)

MICHAEL A. LIBMAN

(SEAL)

AUTHENTICATION

Signature(s) of Barry S. Libman and Michael A. Libman

authenticating this 6th day of November, 1990

Konrad T. Tuchscherer

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706 (6), Wis. State.)

This Instrument Was Drafted By:

THE LAW OFFICE OF  
KONRAD T. TUCHSCHERER, S.C.  
210 McCLELLAN STREET  
P.O. BOX 1185  
WAUSAU, WISCONSIN 54402-1185  
(715) 842-1007

ACKNOWLEDGMENT

STATE OF WISCONSIN

ss.

County.

Personally came before me this day of  
19 the above named

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public County, Wis.  
My Commission is permanent. (If not, state expiration date: 19 )

REC'D FOR RECORDS  
TIME 3:15 PM

NOV 8 1990  
PATRICK D. BRANTZ  
REGISTER OF DEEDS

## WAUSAU COMMUNITY DEVELOPMENT AUTHORITY MINUTES

Time and Place: The Wausau Community Development Authority met on Wednesday, May 6, 1998 at their office at 550 East Thomas, in the Board Room.

Members Present Christine Freiberg, Aaron Baumgardt, Dick Anklam, Al Shepherd, Ann Jacobson, Nancy Hessert and Vern McGivern.

Others Present: Mayor Lawrence, Mike Morrissey, Executive Director; Casey Sponable, Public Housing Manager; Ann Werth, Community Development Analyst.

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and transmitted to the Wausau Daily Herald in the proper manner.

(1) Called the meeting to order.

Chair Freiberg called the meeting to order at 12:15 p.m.

2) Minutes.

Chair Freiberg asked if everyone read the minutes from the April 7, 1998 meeting. Mr. Shepherd made a motion to approve the minutes from April 7, 1998. The motion was seconded by Mr. McGivern. Motion carried unanimously.

3) Monthly Bills.

Mr. Shepherd moved to approve the monthly bills, seconded by Mr. McGivern. Motion carried unanimously.

4) Vice-Chair Election.

Chair Freiberg stated the Authority needs to elect a Vice-Chair to take over in absence of the Chair. Chair then opened the floor for nominations. Mr. Anklam nominated Ann Jacobson as Vice-Chair, seconded by Mr. Shepherd. Motion carried unanimously. Chair Freiberg requested at this time that each commissioner introduced themselves and give a little background history, the commissioners proceeded.

5) Kannenberg Plaza Site Plan.

Mr. Morrissey informed the commissioners that Kannenberg Plaza has 106 units of Section 8 New Construction and was built in 1979. Morrissey stated what Kannenberg Plaza needs a fire access to the west side of the building. And if the Authority could buy the

land the school owns for \$0.50 a square foot (which is roughly \$9,500) There could be a possibility in the near future that we could build a 12 unit supportive living facility. Morrissey stated the Visiting Nurse Association believes that 12 units would be workable. Mr. Anklam made a motion to direct the staff to proceed with the purchase of property from the school district. Seconded by Ms. Jacobson. Motion carried unanimously.

6) Waterfront Property.

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Mr. Morrissey stated in 1989 the Able, Railroad, and McDevco properties were purchased. Morrissey recommended that the Authority give the land back to the City and create a park. The property is not a redevelopment project at this point. Mr. Anklam stated that through the Capitol Improvement Committee, Mr. Dave Koch be directed to look at a parking ramp across from the library. Morrissey stated they are primarily thinking that housing or mixed use could be created on the development adjacent to Scott Street. Mayor Lawrence inquired about HUDs time frame. Morrissey responded there would have to be a public hearing and then go back to the council for a Section 108 amendment. Mr. Baumgardt made a motion to turn the property back to the city for the possibility of green space. Seconded by Mr. Anklam. Motion carried unanimously.

7) Supportive Living Facility.

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Mr. Sponable stated the windows are done as of today and they seem to work alright. On the exterior, the paving should be done in the next couple days. The exterior painting should be done shortly which leaves a few items in the interior to be completed. Sponable stated that 18 units out of 24 are occupied and 2 more are filled for the first of June. Hopefully the other 4 will be filled in the near future.

8) Commissioner's Retreat.

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Mr. Morrissey suggested that since there are several new commissioners he thought that a retreat would be in order. During this retreat the role of the commissioners and what the Authority does could be discussed such as some long range plan. The commissioners stated the retreat was a good concept and maybe sometime mid-June we could get together. Commissioners agreed to work on a time and date.

9) Retirement Discussion.

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Chair Freiberg stated that at the retreat the commissioners that retired should be invited back and recognized for their deeds. All commissioners agreed.

Chair Freiberg questioned the commissioners on the meetings scheduled for June, July and August. Chair suggested that June 3<sup>rd</sup>, July 9<sup>th</sup>, and August 5<sup>th</sup> would be good dates to meet all commissioners agreed.

10) Adjournment.

There being no further business to come before the commissioners, Mr. Shepherd made a motion to adjourn. Ms. Jacobson seconded, and the motion was carried unanimously.

\_\_\_\_\_  
Christine Freiberg, Chair

\_\_\_\_\_  
Date

**COMMUNITY DEVELOPMENT AUTHORITY**  
**MINUTES**

01/24/23

**MEMBERS PRESENT:** Andy Witt, Sarah Napgezek, John Wagman, Carol Lukens, Chad Henke, Rachael Hass

**MEMBERS ABSENT:** David Welles

**OTHERS PRESENT:** Betty Noel, Juli Birkenmeier, Lacy Rodemeier, Ann Jacobson

**(1) Call Meeting to Order**

Meeting was called to order at 12:02 pm at 550 E Thomas Street, Wausau, Wisconsin.

**(4) Discussion and Possible Action on Conveying 144 W Washington Street Parcel to the City of Wausau (Property behind the Marathon County Public Library)**

Noel noted that it was recently discovered that the CDA is still the recorded owner of the property. She gave a brief overview referencing a detailed map of the parcel, warranty deed, and CDA board minutes from May 1998, wherein the board approved the property transfer back to the city. Noel said that although approved, the conveyance was never carried out. Jacobson stated that following board approval by this commission, a resolution will be taken to the city's finance and council meetings to fully execute the transfer of ownership. Napgezek made a motion to convey 144 W Washington Street parcel to the City of Wausau. Henke seconded. Motion approved unanimously.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving Wireless Telecommunications Equipment and Service Agreement with New-Cell, LLC  
d/b/a Cellcom

Committee Action: Pending

Fiscal Impact:

**File Number:** 14-1009

**Date Introduced:** February 14, 2023

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, on November 24, 2020, Council approved a two-year renewal contract for cellular services with New Cell, Inc. d/b/a Cellcom; and

**WHEREAS**, the contract expired February 5, 2023 and the city wishes to enter into a one year contract with New Cell, Inc.; and

**WHEREAS**, your Finance Committee, on February 14, 2023, recommended entering into a one year contract.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute a one year contract with New Cell, Inc. d/b/a Cellcom for wireless telecommunications equipment and service.

Approved:

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

**WIRELESS TELECOMMUNICATIONS EQUIPMENT  
AND SERVICE AGREEMENT**

**THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT** ("Agreement") is made, entered into, and effective this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between **NEW-CELL, LLC.**, a Wisconsin limited liability company, doing business as Cellcom, ("Cellcom"), and City of Wausau, ("Customer").

**Section 1 – Provision of Telecommunications Services and Related Equipment**

A. Services. Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service lines ("Line" or "Lines") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 89 Lines ("Line Minimum") on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Cellular Telephone Equipment and Service Agreement in the form attached as Exhibit B which shall also govern the availability of the services on each Line.

B. Flex Plan Lines Not Eligible. Customer acknowledges and understands that any lines purchased through Cellcom under Cellcom's Flex plan are not covered by this Agreement and are not eligible for the rates, terms and conditions contained in this Agreement. Lines purchased under the Flex plan must comply with the terms and conditions contained in the Flex agreement.

**Section 2 – Rates and Charges**

A. Monthly Service Charges. Each Line maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

B. Additional Air Time, Text, Data and Roaming Charges. Each Line maintained by Customer pursuant to this Agreement shall include the allotment of included air time, text messages and data packages, if applicable, for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for services used in excess of such allotment for each Line, with each Line considered individually for these purposes. Additionally, Customer shall incur additional roaming charges for services utilized outside the "home" area identified in Exhibit A.

C. Payment. Cellcom shall invoice Customer for the aggregated total of the monthly service and associated charges for using Cellcom service, including, but not limited to, additional air time, text messages, data usage, roaming charges and additional equipment expenses incurred by all Lines maintained by Customer pursuant to this Agreement. Customer shall pay each such invoice within 30 days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1.5 %, or the highest amount allowed by law, whichever is lower.

**Section 3 – Term, Renewal and Termination**

A. Initial Term. The Initial Term of this Agreement shall be one year, commencing on the date first written above and ending on the first anniversary thereof.

B. Renewal Term. Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive one-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term.

C. Termination. This agreement may be terminated prior to the end of the Initial Term, or Renewal Term if applicable, as follows:

i. Automatic Termination. This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of creditors; or, (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within 90 days of commencement.

ii. Default. In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be 10 days for a monetary default and 30 days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

iii. Mutual Agreement. This Agreement may be terminated at any time by mutual, written agreement of Cellcom and Customer.

D. Early Termination of Lines and Effect of Non-Renewal of Agreement.

i. Termination of Lines. Customer may, at any time during the Initial Term, or Renewal Term if applicable, terminate one or more Lines maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom advance written notice of such termination. In the event any such termination causes Customer to thereafter maintain fewer active Lines than the Line Minimum, Customer must also pay to Cellcom a "Termination Fee," as detailed below in this subsection, for each terminated Line below the Line Minimum. The Termination Fee shall be payable at the time Customer delivers its notice of termination, and shall be determined by reference to the devices activated on the terminated Line(s) falling below the Line Minimum.

a. For each Standard Device activated on the terminated Line(s), the Termination Fee is \$175.00, which amount shall be reduced by \$5.00 for each completed month of the term of this Agreement; and

b. For each "Smart Device" activated on the terminated Line(s), the Termination Fee is \$350.00, which amount shall be reduced by \$10.00 for each completed month of the term of this Agreement.

Notwithstanding any such termination of one or more Lines, this Agreement shall remain in effect as to all other Lines maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the line allowance provided to Customer based on the number of remaining Lines and the remaining time left in the then-current Term.

ii. Effect of Non-Renewal of Agreement. In the event Customer does not renew this Agreement at the end of the Initial Term, Customer shall pay to Cellcom \$175.00 for each Standard Device and \$350.00 for each "Smart Device" activated within the final 90 days of the Initial Term. Upon the expiration of the Initial Term, or Renewal Term if applicable, Customer may maintain Lines established pursuant to this Agreement on a month-to-month basis thereafter; provided, however, the terms and conditions (including rates and charges) applicable to all such Lines shall be determined by reference to Cellcom's then-current rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

iii. Standard Device; Smart Device. "Standard Device" is defined as a device that is not a smartphone. "Smart Device" is defined as a device that is a smartphone.

**Section 4 – Miscellaneous**

A. Entire Agreement. This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties and no term or condition

contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.

B. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.

C. Notices. All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage pre-paid, and addressed as follows:

If to Cellcom:                      New-Cell, LLC  
                                                 d/b/a Cellcom  
                                                 1580 Mid-Valley Drive  
                                                 De Pere, WI 54115

If to Customer:                      City of Wausau  
                                                 407 Grant St.  
                                                 Wausau, WI 54403

D. Conflict of Terms and Conditions. In the event that there is a conflict between the terms and conditions of this Agreement and those as set forth in the Cellular Telephone Equipment and Service Agreement found in Exhibit B, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, Cellcom and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

**NEW-CELL, LLC**

By: \_\_\_\_\_  
                                                 \_\_\_\_\_ Its \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
                                                 \_\_\_\_\_ Its \_\_\_\_\_

## **EXHIBIT A**

### **Rate Plan and Line Features**

Customer may upgrade up to 47 lines at promotional equipment pricing during the one-year term of this agreement. Any upgrades provided above 47 will require retail equipment pricing.

Customer will receive a 20% accessory discount with a maximum discount of \$15 off the retail price of accessories when purchased through Business Sales Representative.

A simple, easy to understand plan.

**Included Benefits:**

- Mobile Hotspot, FREE Basic or Visual Voicemail<sup>1</sup>, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling, and Unlimited Domestic and International Messaging.<sup>2,3,4</sup>
- Shareable Data for all devices on your account on the same plan.

\*Visual Voicemail available on select devices.

<sup>A2</sup>See cellcom.com for international messaging details.

### STEP 1: Choose your Data Packages

### Plan Options for up to 10 devices per package

| Shared Data         | 500MB | 1GB  | 3GB  | 6GB  | 10GB | 15GB |
|---------------------|-------|------|------|------|------|------|
| Monthly Data Charge | \$20  | \$25 | \$40 | \$55 | \$70 | \$80 |

### Plan Options for up to 25 devices per package

|                     |       |       |       |       |
|---------------------|-------|-------|-------|-------|
| Shared Data         | 25GB  | 35GB  | 45GB  | 55GB  |
| Monthly Data Charge | \$105 | \$160 | \$205 | \$250 |

## Plan Options for up to 50 devices per package

|                     |       |       |
|---------------------|-------|-------|
| Shared Data         | 75GB  | 100GB |
| Monthly Data Charge | \$340 | \$450 |

Cellcom recommends 1-2GB per Smartphone on your account. Each primary line must subscribe to a shared data package. Data is shared among all lines on the same calling plan on the same account.

Data overage is charged at \$20/500MB on the 500MB plan, and \$15/GB on 1GB+ plans.

## STEP 2: Add Phones or Devices to Your Business Share Plus Plan

| Line Access Fees/month | 2 year Agreement | No Contract* |
|------------------------|------------------|--------------|
| Smartphone             | \$35/mo.         | \$20/mo.     |
| Basic Phone            | \$20/mo.         |              |
| Hotspots/USB Modems    | \$10/mo.         |              |
| Tablets                | \$10/mo.         |              |
| Connected Devices      | \$5/mo.          |              |

\*No contract pricing is available with Flex, upon completion of a 2-year service agreement, paying full price for device, or bringing own device on Business Share Plus Plan. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement. Flex line access does not include monthly device installments. Price varies by device. See [cel.com/flex](http://cel.com/flex) for details.



Manage and monitor your data usage:

- To help you decide how much data you need, use the data usage calculator at <http://www.cellcom.com/calculator.html>

- Change your data allowance at any time without extending your contract.

### Add Ons for Share Plans (per line)

|                           |               |                                 |                              |
|---------------------------|---------------|---------------------------------|------------------------------|
| Delphi Connect            | \$5.00/month  | Multitasking                    | \$6.95/month                 |
| Fleet for Vehicles/Assets | \$15.00/month | Nquire/411 Directory Assistance | \$1.99/per use               |
| Fleet for Smartphone      | \$10.00/month | Call Forwarding                 | \$0.99/month                 |
| Fleet Mobile Worker       | \$20.00/month | Detail Billing                  | \$0.99/month                 |
|                           |               | Handset Protection              | refer to e-Security brochure |

refer to eSecuritel brochure

### International Long Distance & Text

|                                        |                 |
|----------------------------------------|-----------------|
| International Dialing                  | pay per minute: |
| International Dialing Discount Package | \$3.95/month    |

Refer to [cellcom.com](http://cellcom.com) for current long distance rates by country and international roaming options.

1. *Long-term* means the period of time from the date of the first use of the system to the date of the last use of the system. The term "long-term" is used to describe the period of time during which the system is used to collect and store data for the purpose of analyzing the data for trends and patterns. The term "long-term" is used to describe the period of time during which the system is used to collect and store data for the purpose of analyzing the data for trends and patterns. The term "long-term" is used to describe the period of time during which the system is used to collect and store data for the purpose of analyzing the data for trends and patterns.

# Business Unlimited Plan

Enjoy unlimited nationwide talk, messaging, and data



## Included Benefits:

- Mobile Hotspot, FREE Basic or Visual Voicemail<sup>1</sup>, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling, and Unlimited Domestic and International Messaging.<sup>\*\*</sup>

<sup>1</sup>Visual Voicemail available on select devices.

<sup>\*\*</sup>See cellcom.com for international messaging details.

## Choose Your Unlimited Data Plan

|                | Monthly Charge <sup>**</sup> | Max. # of Devices that can Share Data |
|----------------|------------------------------|---------------------------------------|
| 1 Line         | <b>\$60</b>                  | N/A                                   |
| Multiple Lines | <b>\$95</b>                  | 10                                    |

Each primary line must subscribe to a shared data package. Data is shared among all lines on the same calling plan on the same account.

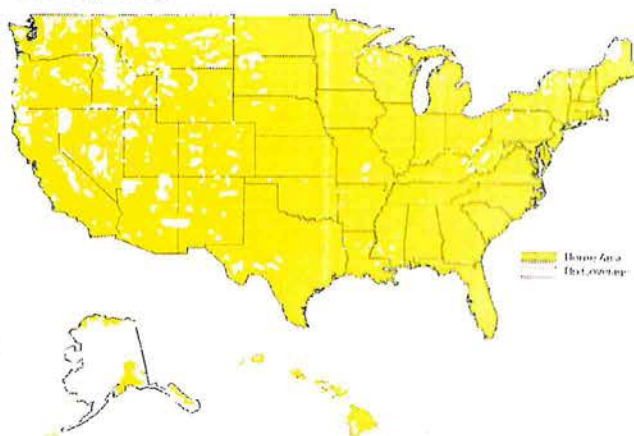
<sup>\*\*</sup>Pricing is with autopay (checking and savings accounts only) and paperless bill discount of \$5 for one line and \$10 for multiple lines (\$65 for one line and \$105 for multiple lines).

## Add Phones or Devices to Your Plan

| Line Access Fees/month      | 2 year Agreement | No Contract <sup>*</sup> |
|-----------------------------|------------------|--------------------------|
| Smartphone                  | \$40/mo.         | \$20/mo.                 |
| Basic Phone                 | \$20/mo.         | \$20/mo.                 |
| Mobile Broadband/USB Modems | \$25/mo.         | \$20/mo.                 |
| Tablets                     | \$25/mo.         | \$20/mo.                 |
| Connected Devices           | \$10/mo.         | \$5/mo.                  |

<sup>\*</sup>No contract pricing is available with Flex, upon completion of a 2-year service agreement, paying full price for device, or bringing own device on Business Unlimited Plan. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement. Flex line access does not include monthly device installments. Price varies by device. See cellcom.com/flex for details.

## Coverage Map:



## Plan Add Ons (per line)

|                                         |               |
|-----------------------------------------|---------------|
| Spartan Camera Premium <sup>Δ</sup>     | \$4.00/month  |
| Fleet for Vehicles/Assets               | \$15.00/month |
| Fleet for Smartphone                    | \$10.00/month |
| Fleet Mobile Worker                     | \$20.00/month |
| Usage Controls <sup>*</sup> - each line | \$0.99/month  |
| MultiRing                               | \$6.95/month  |

|                                 |                   |
|---------------------------------|-------------------|
| Nquire/411 Directory Assistance | \$1.99/per use    |
| Call Forwarding                 | \$0.99/month      |
| Detail Billing                  | \$2.99/month      |
| Handset Protection              | refer to brochure |
| Hours of Service                | \$20/month        |
| Hours of Service w/ Fuel Tax    | \$30/month        |

## International Long Distance & Text

|                                |                |
|--------------------------------|----------------|
| International Dialing          | pay per minute |
| International Discount Calling | \$5/month/line |

Unlimited calls to Canada and Mexico and a discount per minute long distance rate to other countries.

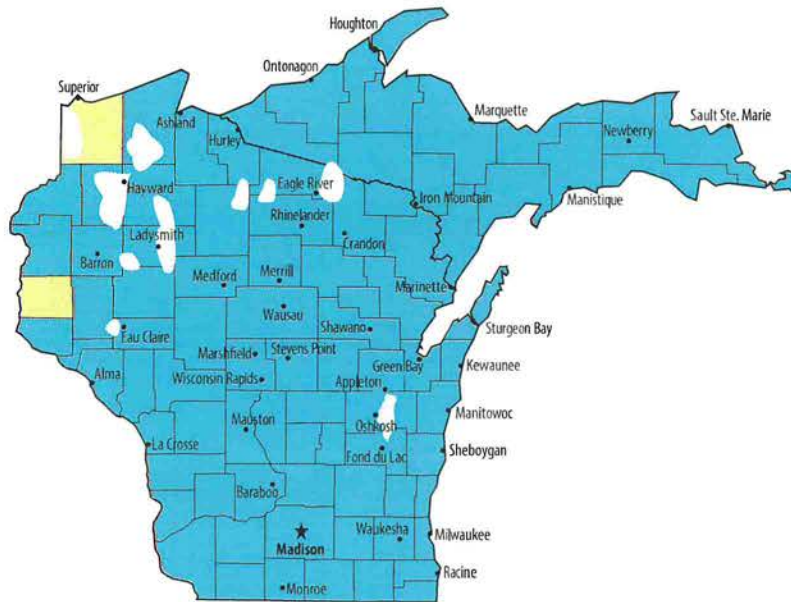
Refer to cellcom.com for current long distance rates by country and international roaming options.

**Important Information:** An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Customer must maintain a billing address within Cellcom's licensed market to be eligible for service. Cellcom reserves the right to terminate service if less than seventy-five percent (75%) of the customer's overall minutes of airtime are used in Cellcom's licensed market during any three month period during the term of this Agreement. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. Calls originating outside of the home area are subject to roaming and long distance charges. Cellcom reserves the right to deactivate any mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages deposited for over 60 days. Minutes used checking voicemail are deducted from Nationwide Minutes while within the Cellcom designated area. Call Forwarding includes 60 minutes of forwarding to a non-Cellcom exchange per month. Voice services, including 911, are not available on mobile broadband or tablet devices. See sales representative for details. To place an international call, you must dial 011, the country code and the number for the international call. International long distance rates apply in addition to plan minutes or airtime charges when calling from your home calling plan area. While roaming, international long distance rates apply in addition to standard long distance and roaming charges. Rates are subject to change without notice. The International Discount Calling Package has a monthly feature charge in addition to reduced international long distance rates. Cellcom reserves the right to terminate this feature if less than seventy-five percent (75%) of the customer's international overall minutes of airtime are used in Cellcom's licensed market during any three month period during the term of this Agreement. Unlimited Voice services are for live dialog between two individuals, voicemail, and automated services without additional charges. Unlimited voice service may not be used for conference calling, call forwarding, monitoring services, data transmission, transmission of broadcasts, or transmission of recorded material. Additional situations may apply. If you are using unlimited voice service for anything other than stated as appropriate, Cellcom reserves the right to terminate your service. Messaging and Data Services: Data monthly charge will be charged to the primary line on the Business Unlimited Plan. Use of text messaging, picture messaging, video messaging and other data services is subject to the Data Acceptable Use Policy located at [www.cellcom.com/AUP](http://www.cellcom.com/AUP). Sending and receiving picture messages may deduct from your data allowance. Usage Controls: It may take up to 60 minutes for changes to usage control settings to take effect. Due to delays in system reporting, actual data usage may take up to 24 hours to register and you may exceed the usage limit set before data usage is blocked or a warning received. Overage charges will apply to any usage over your shared data plan allotment regardless if you have Usage Controls on your account. Unlimited Data Plan: After 22GB per line per billing cycle for smart and basic phones and 10GB per line per billing cycle for mobile broadband, tablets and connected devices, data speeds will be slowed to 200 Kbps to 500 Kbps. Autopay (checking and savings accounts only, no credit or debit cards) and paperless bill required for the discounted data rates of \$5 per month for single lines and \$10 per month for multiple lines on the Business Unlimited Plan. Cellcom reserves the right to switch customer to another data plan if less than seventy-five percent (75%) of the customer's overall data usage are used in Cellcom's licensed market during any three month period during the term of this agreement Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0855. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A line set up fee and early termination fee may apply. If applicable, the early termination fees may be reduced proportionately to the remaining months of the term of the agreement. Universal Service Fund (USF) and regulatory and other recovery fees charged on all service lines. An E911 fee or Police & Fire Protection fee charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See retail location or [www.cellcom.com/fees](http://www.cellcom.com/fees) for details.

# Preferred Regional Government Plan

Unlimited Domestic Incoming Messages

connect  
employee made easy  
Included



Home Area  
Nationwide roam at \$.75 per minute

## Included Features

- FREE Nationwide Long Distance
- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Domestic Incoming Quik|Txt Messages
- FREE Detail Billing

Monthly Rate \$0.00

Additional Airtime \$0.05

**Take advantage of great savings. Call 877-611-0008 or visit any authorized Cellcom location.**

**Important Information:** Eligible municipalities include counties, cities, villages, towns, school districts, board of school directors, sewer districts, drainage districts, technical collage districts or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts.

An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. See sales representative for details. Calls originating outside of the home area are subject to roaming and long distance charges. See sales representative for details.

Cellcom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge.

Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability.

Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A \$25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery Fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CALEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) will be charged on all service lines. An E911 or Police and Fire Protection fee will be charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a Cellcom retail location or [www.cellcom.com/fees](http://www.cellcom.com/fees) for details. Early termination fees may apply and, if applicable, may be reduced proportionately to the remaining months of the term of the agreement.

**EXHIBIT B**

**Cellular Telephone Equipment and Service Agreement**

## TERMS AND CONDITIONS OF SERVICE

These terms and conditions for Wireless Service ("Services"), Cellular Telephone Equipment, and/or Wireless Devices ("Equipment") is between Nightlight Wireless, LLC, a Wisconsin corporation with its principal place of business at 1580 Mid Valley Drive, PO BOX 5370, De Pere, Wisconsin 54115 (d/b/a and hereinafter referred to as "Callcom") and the party whose name(s) appear on the agreement.

### 1. EFFECTIVE DATES.

These terms and conditions shall become effective on the date the agreement is signed.

## 2. EQUIPMENT AND SERVICES.

A. Equipment. Delivery of the Equipment ordered hereunder shall be made in a reasonable length of time. Celcom is not responsible for loss or expense arising from delays in delivery thereof attributable to matters outside its direct control. If Customer is dissatisfied with the quality or quantity of the goods received, Customer shall make Customer's objections hereto in writing and mail by certified or registered return, as requested by mail, addressed to Celcom at its address as set forth above, within fifteen (15) days of delivery of such Equipment. Assent provision of acceptance of the terms of this Agreement by Customer, Customer hereby agrees and acknowledges that the quantity and quality of the goods provided by Celcom conform to the terms of this Agreement and are satisfactory.

B. Services: Services hereunder shall only be available to Equipment properly equipped and installed to accept such Services. Such Services are also subject to transmission limitations caused by atmospheric or geographic conditions. The Services may be temporarily refused or limited because of the cellular system's capacity limitations. Services to any or all customers may be temporarily interrupted or curtailed without notice, due to equipment modifications, upgrades, relocations, repairs or similar activities necessary for the proper or improved operation of the system.

**C. Common Provisions.** Each financially responsible individual, business or entity identified on the agreement heretofore shall be jointly and severally responsible for payment of all equipment purchase charges, all service charges and all toll charges related to Customer's access number. A service charge shall be assessed for the cellular system, whether the call is incoming or outgoing and whether made from in or out of Cellcom's service area. Neither the Equipment nor the Service shall be used in violation of any applicable federal, state or local law, nor shall the same be used in such manner as to reasonably interfere with the use of the Services by one or more other customers.

### 3. LIABILITY DISCLAIMER AND INDEMNIFICATION.

A. EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS NEITHER THE MANUFACTURER NOR THE AGENT OF THE MANUFACTURER OF THE EQUIPMENT PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND REGARDING THE EQUIPMENT AND THAT CELLCOM DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL CELLCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED IN WHOLE OR IN PART BY AN EQUIPMENT MALFUNCTION OR FAILURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EQUIPMENT REPAIRS. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS UNDER NO DUTY OR OBLIGATION TO PERFORM ANY SERVICE, MAINTENANCE OR REPAIR (COLLECTIVELY, "REPAIRS") OF THE EQUIPMENT PROVIDED HEREUNDER, NOR DOES THIS AGREEMENT CREATE SUCH A DUTY OR OBLIGATION FOR CELLCOM TO PROVIDE SUCH REPAIRS. CUSTOMER'S USE OF THE EQUIPMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AGREEMENT FOR SUCH REPAIRS. IN THE EVENT CELLCOM PERFORMS SUCH REPAIRS, CELLCOM IS NOT UNLAWFULLY WAIVING OR AGREEING TO SUCH SUBSEQUENT AGREEMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM'S LIABILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY DEFECTS IN REPAIRS PERFORMED BY CELLCOM SHALL BE LIMITED TO THE COST OF SUCH REPAIRS, AND UNDER NO CIRCUMSTANCES, SHALL CELLCOM BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF REPUTATION, OR OTHER DAMAGES. EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER, CELLCOM WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR EXPENSES RESULTING, IN WHOLE OR IN PART, FROM CUSTOMER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE. IN ADDITION, CUSTOMER WILL NOT BE ENTITLED TO ANY EQUIPMENT THAT HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN CELLCOM, AND CELLCOM'S DIRECTIONS REGARDING SUCH USE OF EQUIPMENT, OR TO ANY EQUIPMENT NOT OPERATED IN ACCORDANCE WITH THE MANUFACTURER'S OR CELLCOM'S DIRECTIONS REGARDING SUCH USE.

**C. ADDITIONAL LIMITATIONS.** It is further specifically agreed as to the Equipment and Services provided hereunder that Cellcom shall NOT be liable to Customer or any other party for:

1) Any injury to person or damage to property resulting from any negligent or unintentional acts or omissions of Celcom, its employee, agents or others.

2) Any damage or loss by Customer as a result of any partial or complete interruption in the operation of its business or for any failure of any of its goods, products or Services.

3) Any direct, indirect, special, incidental or consequential damages of any kind sustained by Customer or any other person or entity for any failure of Customer's Equipment, for the inability of Cellcom to promptly or properly repair Customer's Equipment, for any interruption of any Service now or hereafter provided by Cellcom or for the loss of any transmission or the information contained therein.

**D. INDEMNIFICATION.** Customer agrees to indemnify and hold Cellcom harmless from all claims, actions, suits, demands and judgments, including actual attorney's fees and costs, which Cellcom may incur in defending itself against any of the foregoing arising from Customer's use or operation of the Service.

other relationship to the Equipment, goods or Services supplied, worked on, or provided by Cellcom or its employees, agents or designers, including, but not limited to, any expenses arising from actions brought under the Occupational Safety and Health Act or other governmental regulations or laws.

#### 4. TERMINATION OF SERVICE.

A. Customer may terminate this Agreement prior to the expiration of the Agreement term specified on the agreement herof by delivering written notice to Cellcom of Customer's intention to terminate this Agreement and the effective date of such termination (which shall be no less than ten (10) business days after Cellcom's receipt of Customer's notice). Notwithstanding any such termination, Customer shall be responsible for payment of all outstanding charges on Customer's account at the time of such termination and shall pay to Cellcom a "Service Cancellation Charge" prior to the effective date of Customer's termination. If Customer obtained a "Smart Phone" for use on Customer's account, the Service Cancellation Charge shall be One Hundred Dollars (\$100.00), reduced by Ten Dollars (\$10.00) per month for each completed month of the term of the Agreement. If Customer obtained a "Basic Phone" for use on Customer's account, the Service Cancellation Charge shall be One Hundred Dollars (\$100.00), reduced by Five Dollars (\$5.00) per month for each completed month of the term of the Agreement. If Customer obtained a "Flex Equipment" for use on Customer's account, the Service Cancellation Charge shall be Seventy-Five Dollars (\$75.00), reduced by Five Dollars (\$5.00) per month for each completed month of the term of the Agreement. If Customer obtained a "Flex Equipment" for use on Customer's account, the Service Cancellation Charge shall be Seventy-Five Dollars (\$75.00), reduced by Five Dollars (\$5.00) per month for each completed month of the term of the Agreement. Equipment via a Flex agreement, Customer shall pay to Cellcom any balance remaining due for any Equipment purchased upon termination of service. Customer acknowledges and agrees that Cellcom will suffer damages as a result of Customer's early termination of this Agreement and that the Service Cancellation Charge is a reasonable estimation of these damages and shall be construed as liquidated damages, not a penalty.

B. Cellcom may, after giving prior written notice to Customer, terminate or temporarily discontinue or restrict Customer's Service if:

- (1) Customer fails to pay any arrears due by the stated date;
- (2) Customer has been declared bankrupt or insolvent; or
- (3) Customer utilizes less than fifty percent (50%) of Customer's overall minutes of airtime within Cellcom's licensed market during the term of this Agreement.

In addition, Cellcom may discontinue Customer's Service without prior notice if:

- (4) Customer's Service is reasonably suspected of being used in an illegal or other manner that causes or is likely to cause any form of harm to Cellcom or any other person; or
- (5) Customer commits or assists a third party in committing cellular or subscriber fraud.

"Cellular fraud" is defined as the unauthorized use of Cellular Equipment to transmit electronic serial number information, obtain customer identification information from Cellular Equipment, or use of wireless services using fraudfully obtained customer information or false identification.

C. In the event Cellcom, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement, and Cellcom prevails in such efforts, Customer shall be responsible to reimburse Cellcom for all costs and expenses, including actual attorney's fees, incurred by Cellcom relative to such efforts, unless otherwise precluded by law. Further, in the event such litigation or collection effort arises from, or results in, the termination of this Agreement prior to the expiration of its term, Customer shall be liable to Cellcom for the Service Cancellation Charge (in addition to all outstanding charges on Customer's account at the time of such termination).

D. The term of this Agreement shall be tolled, and its expiration date extended, for any periods during which Customer's Service is suspended due to nonpayment or other violations of the terms of this Agreement by Customer. Upon Customer's cure of such violation, Cellcom may, acting in its sole discretion, reactivate Customer's Service and shall be entitled to charge Customer a reasonable reactivation fee.

A. Callicom reserves the right, in its sole discretion, to change Customer's access number upon notice to the Customer. Customer acknowledges that Customer has no proprietary or ownership rights or interest in or to Customer's number(s), except as allowed for by law, and cannot acquire such rights of interest through usage, publication or otherwise.

8. Customer may request that Customer's access number(s) be transferred to or from another service provider within the same local geographic area.

D. If Customer requests to transfer the access number(s) to another service provider, this request will be considered a notice of Customer's intention to terminate Service, and the terms of the Agreement set forth in the Termination of Service paragraphs will apply. Upon request, all amounts then owed by Customer to Service Provider, including the Service Cancellation Charge and any amounts that appear on the final invoice, shall become immediately due. If a transfer is unsuccessful for any reason, Customer's Service shall not terminate, and Customer will continue to be responsible for all service and other charges (not including the Service Cancellation Charge).

E. When transferring access numbers to another service provider, voice mail, phone book or other Services will be lost.

F. Cellcom does not guarantee, in any way, that such access number transfers to or from Cellcom will be successful.

## 5. RATES AND CHARGES.

A. Customer acknowledges that it is responsible to pay to Cellcom all charges resulting from the use of the Service for calls, incoming or outgoing, either within or outside Cellcom's service area. Customer must also pay all charges of calls billed to Customer's access number. Such charges are in addition to the charges for Service usage. Each partial minute of airtime shall be billed as a full minute unless otherwise noted. Customer's billing period, Payment of the Service bill is due on the date when indicated on said bill. A balance which remains unpaid as of the next billing date shall accrue interest at the monthly rate of 1 1/2%, or the highest amount allowable by law, whichever is lower, from the original due date until such balance is paid in full.

B. Except as may be prohibited by law, Cellcom reserves the right to amend the terms and conditions of the agreement the Customer has signed, including, but not limited to, Customer's rate plan and rates charged to Customer under applicable rate plans, upon notice to Customer and the expiration of a thirty (30)-day objection period afforded to Customer. If, after receiving any such notice from Cellcom, Customer desires to terminate the Agreement due to the proposed amendments), Customer shall, within thirty (30) days of receipt of Cellcom's notice, deliver written notice of termination to Cellcom's notice and the Agreement and Customer's ability to utilize the Services shall terminate on the fifth (5th) day following Cellcom's receipt of Customer's notice of termination. Upon such termination by Customer, Customer will not be assessed an early termination fee. Notwithstanding, if Customer utilizes the Services or makes payment to Cellcom thereafter after Customer's receipt of Cellcom's notice, Customer shall be deemed to have agreed to Cellcom's proposed amendment(s) and shall not thereafter have any right to terminate the Agreement due such amendment(s).

[illegible][illegible]

E. When Customer provides a check as payment, Customer authorizes Cellcom to make a one-time electronic funds transfer from Customer's account. Therefore, funds may be withdrawn from Customer's account on the same day Customer's payment is received. Customer may not receive Customer's check back from Customer's financial institution.

## 7. MISCELLANEOUS PROVISIONS.

An Entire Agreement. These terms and conditions, together with all agreements and any other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or thereon may be modified or waived, except in writing signed by an authorized representative of Celcom. The acceptance by Celcom of any payment after it shall become due shall not constitute or be construed as a waiver by any or all of Celcom's directors, officers, employees, agents, or representatives of any of the terms and conditions hereunder.

13. **Severability.** The invalidity of any provision of these terms and conditions shall not affect the validity of the remainder of the provisions hereof.

3. **Service Fee.** Customer will be billed monthly for Service pursuant to the terms of Cellcom's current Service price list pursuant to the applicable pricing package. Customer may change to other pricing plans available to existing customers, but the term of this Agreement will remain unchanged unless such term is otherwise extended under the terms of another pricing package selected by Customer.

Cellcom, in its sole discretion, may require Customer to provide a security deposit as a precondition to service activation in an amount determined by Cellcom. Upon termination or expiration of this Agreement, Cellcom shall have the right to apply all or any part of the security deposit to the outstanding balance on Customer's account. If any surplus remains, such surplus shall be refunded to Customer. If Customer so requests, in writing, prior to the expiration or termination of this Agreement, Cellcom shall refund the security deposit to Customer under the following conditions:

1. Customer paid to Cellcom Customer's monthly invoices in a full and timely fashion in accordance with the terms of this Agreement and Cellcom's invoices for a period of not less than twelve (12) consecutive months; and

3.3) Cellcom has received a verbal or written request for the refund. If Customer terminates service with Cellcom at any time, the deposit will be applied toward Customer's final bill. If any surplus remains, the balance will be refunded to Customer.

3. **Stolen or Lost Equipment.** Customer shall immediately report all lost or stolen Equipment to Calcomm and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost Equipment until the equipment is returned to Calcomm. Any charges for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Calcomm before the date when payment for such charges is due.

Cellcom reserves the right to change your Equipment's software or programming, over the air, without notice.



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Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

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Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

Nathan Miller  
Assistant City Attorney

## MEMORANDUM

TO: Finance Committee

FROM: Anne Jacobson, City Attorney 

RE: KOZ Holdings LLC d/b/a Pro Players Sports Bar and Grill (Parking) Lease Agreement – 206 Grand Avenue, Schofield

DATE: February 6, 2023

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Purpose: Consideration of settlement of outstanding lease payment delinquency for KOZ Holdings LLC d/b/a Pro Players Sports Bar and Grill (parking) lease agreement at 206 Grand Avenue, Schofield.

Background: The City of Wausau has leased Airport property adjacent to 206 Grand Avenue to the owners since April 25, 1994, for parking.

The current owner of 206 Grand Avenue, KOZ Holdings LLC, has had a lease with the city since November 11, 2014. On November 11, 2015, the lease was renewed for one year with an automatic renewal clause.

On January 24, 2023, the Finance Committee directed me to forward a formal collection letter to Dale Kozickowski of KOZ Holdings LLC.

On February 2, 2023, I spoke with Mr. Kozickowski regarding his outstanding invoices. We discussed options for settlement and agreed to fix the amount due and owing to the annual lease fee of \$1,157.39 for 2019, and \$1,194.42 for 2021, 2022 and 2023 (began 11/11/22 – invoiced on 12/31 of each year and due within 30 days), forgiving the 2020 invoice entirely, and all interest and penalties now due and owing, for a total payment of \$4,740.65, with a payment of \$2,500 due March 1, 2023 and the remainder due (\$2,240.65) July 1, 2023.

Recommendation: Approval.

Mailed to updated address. 1114 S 7th Ave  
Wausau, WI 54401



**CITY OF WAUSAU**

407 GRANT STREET  
WAUSAU, WI 54403-4783  
(715) 261-6643  
FED ID # 39-6005648

**INVOICE**

INVOICE NO. 1283990

INVOICE DATE 12/31/2018

CUSTOMER NO. 12435

\*KOZ HOLDINGS  
D/B/A PRO PLAYERS SPORTS BAR  
206 GRAND AVE  
SCHOFIELD WI 54476



ALL DELINQUENT ACCOUNTS WILL  
BE ASSESSED A MONTHLY FINANCE  
CHARGE OF 1.50%

| INVOICE DESCRIPTION                                                                                        | AMOUNT                            |
|------------------------------------------------------------------------------------------------------------|-----------------------------------|
| LEGAL SERVICE FEES-PARKING LOT<br>715 261-6590<br>11/11/14 - 11/10/15                                      |                                   |
| PARKING LOT LEASE 110-3088223<br>11/11/18 - 11/10/19<br>\$4 PER SQ FT (10,890) X \$27.42<br>/1000 TAX RATE | \$ 1,157.39                       |
| - 1 -                                                                                                      | <b>TOTAL AMOUNT DUE: 1,157.39</b> |

THIS BILL IS DUE AND PAYABLE UPON RECEIPT, DELINQUENT IF 30 DAYS PAST DATE OF INVOICE

\*KOZ HOLDINGS  
D/B/A PRO PLAYERS SPORTS BAR  
206 GRAND AVE  
SCHOFIELD WI 54476

AMOUNT DUE: \$ 1,157.39

PAYMENT DATE: \_\_\_\_\_

AMOUNT ENCLOSED: \_\_\_\_\_

Make check payable and mail payments to:

CITY OF WAUSAU  
CLERK-CUSTOMER SERVICE  
PO BOX 78510  
MILWAUKEE, WI 53278-8510



0600000001283990000115739000115739123120188



**CITY OF WAUSAU**  
407 GRANT STREET  
WAUSAU, WI 54403-4783  
(715) 261-6644  
FED ID # 39-6005648

# INVOICE

INVOICE NO. 1292453

INVOICE DATE 12/31/2019

CUSTOMER NO. 12435

\*KOZ HOLDINGS  
D/B/A PRO PLAYERS SPORTS BAR  
1119 S 7TH AVE  
WAUSAU WI 54401



ALL DELINQUENT ACCOUNTS WILL  
BE ASSESSED A MONTHLY FINANCE  
CHARGE OF 1.50%

| INVOICE DESCRIPTION                                                                                        | AMOUNT                            |
|------------------------------------------------------------------------------------------------------------|-----------------------------------|
| LEGAL SERVICE FEES-PARKING LOT<br>715 261-6590                                                             |                                   |
| PARKING LOT LEASE 110-3088223<br>11/11/19 - 11/10/20<br>\$4 PER SQ FT (10,890) X \$27.42<br>/1000 TAX RATE | \$ 1,194.42                       |
| - 1 -                                                                                                      | <b>TOTAL AMOUNT DUE: 1,194.42</b> |

THIS BILL IS DUE AND PAYABLE UPON RECEIPT, DELINQUENT IF 30 DAYS PAST DATE OF INVOICE

\*KOZ HOLDINGS  
D/B/A PRO PLAYERS SPORTS BAR  
1119 S 7TH AVE  
WAUSAU WI 54401

AMOUNT DUE: \$ 1,194.42

PAYMENT DATE: \_\_\_\_\_

AMOUNT ENCLOSED: \_\_\_\_\_

Make check payable and mail payments to:

CITY OF WAUSAU  
CLERK-CUSTOMER SERVICE  
PO BOX 78510  
MILWAUKEE, WI 53278-8510



0600000001292453000119442000119442123120195

**CITY OF WAUSAU**

407 GRANT STREET  
WAUSAU, WI 54403-4783  
(715) 261-6644  
FED ID # 39-6005648

**INVOICE**

INVOICE NO. 1300894

INVOICE DATE 12/31/2020

CUSTOMER NO. 12435

\*KOZ HOLDINGS  
D/B/A PRO PLAYERS SPORTS BAR  
1119 S 7TH AVE  
WAUSAU WI 54401



ALL DELINQUENT ACCOUNTS WILL  
BE ASSESSED A MONTHLY FINANCE  
CHARGE OF 1.50%

| INVOICE DESCRIPTION                                                                            |             | AMOUNT      |
|------------------------------------------------------------------------------------------------|-------------|-------------|
| LEGAL SERVICE FEES-PARKING LOT<br>715 261-6590                                                 |             |             |
| PARKING LOT LEASE<br>11/11/20 - 11/10/21<br>\$4 PER SQ FT (10,890) X \$27.42<br>/1000 TAX RATE | 110-3088223 | \$ 1,194.42 |
| - 1 -                                                                                          |             |             |
| TOTAL AMOUNT DUE:                                                                              |             | 1,194.42    |

THIS BILL IS DUE AND PAYABLE UPON RECEIPT, DELINQUENT IF 30 DAYS PAST DATE OF INVOICE

\*KOZ HOLDINGS  
D/B/A PRO PLAYERS SPORTS BAR  
1119 S 7TH AVE  
WAUSAU WI 54401

AMOUNT DUE: \$ 1,194.42

PAYMENT DATE: \_\_\_\_\_

AMOUNT ENCLOSED: \_\_\_\_\_

Make check payable and mail payments to:

CITY OF WAUSAU  
CLERK-CUSTOMER SERVICE  
PO BOX 78510  
MILWAUKEE, WI 53278-8510



0600000001300894000119442000119442123120206



**CITY OF WAUSAU**  
407 GRANT STREET  
WAUSAU, WI 54403-4783  
(715) 261-6644  
FED ID # 39-6005648

# INVOICE

INVOICE NO. 1309025

INVOICE DATE 12/31/2021

CUSTOMER NO. 12435

\*KOZ HOLDINGS  
D/B/A PRO PLAYERS SPORTS BAR  
1119 S 7TH AVE  
WAUSAU WI 54401



ALL DELINQUENT ACCOUNTS WILL  
BE ASSESSED A MONTHLY FINANCE  
CHARGE OF 1.50%

| INVOICE DESCRIPTION                                                                            |             | AMOUNT      |
|------------------------------------------------------------------------------------------------|-------------|-------------|
| LEGAL SERVICE FEES-PARKING LOT<br>715 261-6590                                                 |             |             |
| PARKING LOT LEASE<br>11/11/21 - 11/10/22<br>\$4 PER SQ FT (10,890) X \$27.42<br>/1000 TAX RATE | 110-3088223 | \$ 1,194.42 |
| - 1 -                                                                                          |             |             |
| TOTAL AMOUNT DUE:                                                                              |             | 1,194.42    |

THIS BILL IS DUE AND PAYABLE UPON RECEIPT, DELINQUENT IF 30 DAYS PAST DATE OF INVOICE

\*KOZ HOLDINGS  
D/B/A PRO PLAYERS SPORTS BAR  
1119 S 7TH AVE  
WAUSAU WI 54401

AMOUNT DUE: \$ 1,194.42

PAYMENT DATE: \_\_\_\_\_

AMOUNT ENCLOSED: \_\_\_\_\_

Make check payable and mail payments to:

CITY OF WAUSAU  
CLERK-CUSTOMER SERVICE  
PO BOX 78510  
MILWAUKEE, WI 53278-8510



## LEASE AGREEMENT

THIS AGREEMENT OF LEASE, effective the 11<sup>th</sup> day of November, 2015, between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as "LESSOR", and Koz Holdings LLC d/b/a Pro Players Sports Bar and Grill, located at 206 Grand Avenue, Schofield, Wisconsin, in Marathon County, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, the City of Wausau is the owner of certain premises further described on Appendix A attached hereto and incorporated herein which is adjacent to LESSEE's property and which is a part of the Wausau Downtown Airport; and

WHEREAS, said premises are in the flight pattern of landing aircraft; and

WHEREAS, said premises are presently not in use for airport purposes; and

WHEREAS, LESSEE has requested LESSOR allow LESSEE to use this parcel as a parking area; and

WHEREAS, said premises are within the City of Wausau and immediately adjoining to the municipal boundary of the City of Schofield; and

WHEREAS, Lessor has leased to Lessee said premises since November 11, 2015.

NOW, THEREFORE, it is covenanted and agreed, between the parties as follows:

1. Term. Subject to the termination provisions contained in paragraph 8 of this lease, LESSOR has leased to LESSEE, effective November 11, 2015, and hereby continues to lease to LESSEE the following premises described in Exhibit A (attached), located in the City of Wausau, for a term of one year, automatically renewable on identical terms, on the effective date indicated on this lease for successive terms of one year, unless LESSEE notifies LESSOR at least 30 days in advance of the expiration of a renewal term of its intent not to renew this lease.

2. Fees. LESSEE shall be held liable to LESSOR, in return for the use of this property, an amount equaling what LESSOR's portion of the tax revenue would be for the demised premises as determined by the City Assessor, payment to be made upon execution of this agreement, and annually thereafter. Initially, the assessed value will be determined by multiplying Four Dollars (\$4) per square foot by the number of square feet used by LESSEE, and taxed at the rate of Twenty-seven and 42/100 (\$27.42) per thousand. Thereafter, LESSOR reserves the right to adjust rent annually based on any changes in the assessed value of the subject premises or the tax rate.

3. Use. LESSEE shall use the premises exclusively for parking and shall be permitted to modify a portion of the lot for formal parking. LESSEE agrees to comply with all codes, ordinances, and other regulations of the City of Wausau, including but not limited to parking regulations, grass cutting, snow and ice removal, paving and drainage, and regulations regarding dust and debris. Any use other than a parking area shall automatically terminate this lease.

LESSEE, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- A. No person on the ground of race, color, national origin, creed, sex, or residency shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facility;
- B. That in the placing of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the grounds of race, color, national origin, creed, sex, or residency shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- C. That LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation/Effectuation of Title 6 of the Civil Rights Act of 1964, and as said regulations may be amended; and pursuant to Section 30, Civil Rights (49 U.S.C. 1730) of the Airport and Airway Development Act Amendments of 1976.

LESSOR reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known, or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing, taking off from, or operating from the airport.

4. Restrictions on Use. LESSEE expressly agrees to prevent any use of the herein described real property which would interfere with or be a hazard to the flight of aircraft over the property, or to and from the airport, or interfere with air navigation and communication facilities presently or in the future serving the airport.

LESSEE shall not create any hazard which would interfere with the use of the Wausau Downtown Airport or which is contrary to the regulations of the Federal Aviation Administration or the State of Wisconsin or the City of Wausau.

5. Right of Entry. LESSOR shall have free access to the demised premises at all reasonable times for the purpose of examining or investigating the condition thereof, in order to exercise any right or power reserved to LESSOR under the terms and provisions of this lease agreement.

6. Assignment. LESSEE shall not sell or assign this lease or sublet the demised premises or any part thereof.

7. Insurance. LESSEE shall provide a certificate of liability insurance sufficient to LESSOR naming LESSOR as an additional insured.

8. Termination of Lease. LESSOR shall have the right to terminate this lease upon 30-days' written notice to LESSEE at any time during the term of this lease and for any reason whatsoever, such reasons including but not being limited to LESSOR's determination, at its sole discretion, that the premises are required by LESSOR for a higher and better use, such as airport expansion, sale of the premises, or any other reason whatsoever.

9. Liability. LESSEE agrees to assume all liability for any and all injuries or damages that may arise from any accident or anything whatsoever that occurs on or about the demised premises, including injury and/or damages from falling aircraft and/or objects falling therefrom; LESSEE hereby releases the City of Wausau and any officers, agents, employees, and/or designees of the City of Wausau, and of any other city agency, from all debts, claims, demands, damages, actions and causes of action, whatsoever, which may result from any actions of anyone in the construction, maintenance, and/or in the utilization of or in the use of the demised premises as a park or as anything else, or which may result from any actions whatsoever of anyone relating to or regarding the demised premises, whether or not they are on the premises pursuant to permission of LESSEE; and LESSEE further agrees to indemnify and to save and hold the City of Wausau, and any officers, agents, employees and/or designees of the City of Wausau, and of any other city agency, free and harmless from and against any damages, loss, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained, made, and/or occasioned to the City of Wausau, and any officers, agents, employees, and/or designees of the City of Wausau, and of any other city agency, at any time by reason of damage or damages or injury to persons or property, or death to any person, or by reason of any other liability imposed by law or by anything or by anyone else upon the City of Wausau, and any officers, agents, employees, and/or designees of the City of Wausau, and of any other city agency, as the result of and/or due to anything occurring on, about, or relating to the demised premises and/or anything occurring pursuant to this Lease, whether or not those actions and/or occurrences occurred pursuant to authorization and/or acquiesce of LESSEE.

10. Notices. All notices required by this Lease shall be in writing and personally delivered or sent First Class Mail to LESSOR, in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403; and to LESSEE, Koz Holdings LLC d/b/a Pro Players Sports Bar and Grill, 1119 S. 7<sup>th</sup> Avenue, Wausau, Wisconsin 54401.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

J. J. Farnsworth  
Witness

A. Kline  
Witness

J. J. Farnsworth  
Witness

\_\_\_\_\_  
Witness

CITY OF WAUSAU (LESSOR)

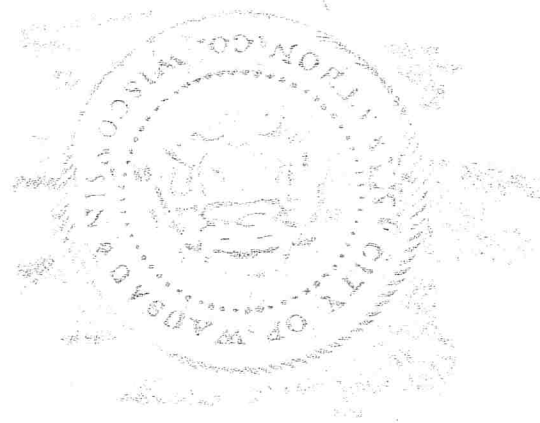
BY Robert B. Mielke  
Robert B. Mielke, Mayor

Attest: Toni Rayala  
Toni Rayala, Clerk

KOZ HOLDINGS LLC d/b/a Pro Players  
Sports Bar and Grill (LESSEE)

BY [Signature] 2/26/19

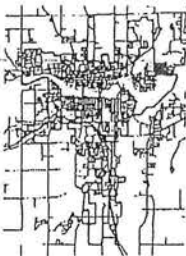
BY \_\_\_\_\_



# OFFICIAL CITY MAP

CITY OF WAUSAU  
WAUSAU, WISCONSIN

NE One-Quarter  
T28N-R07E-SEC. 12



SCALE 1:2400

0 200 400 600

FEET

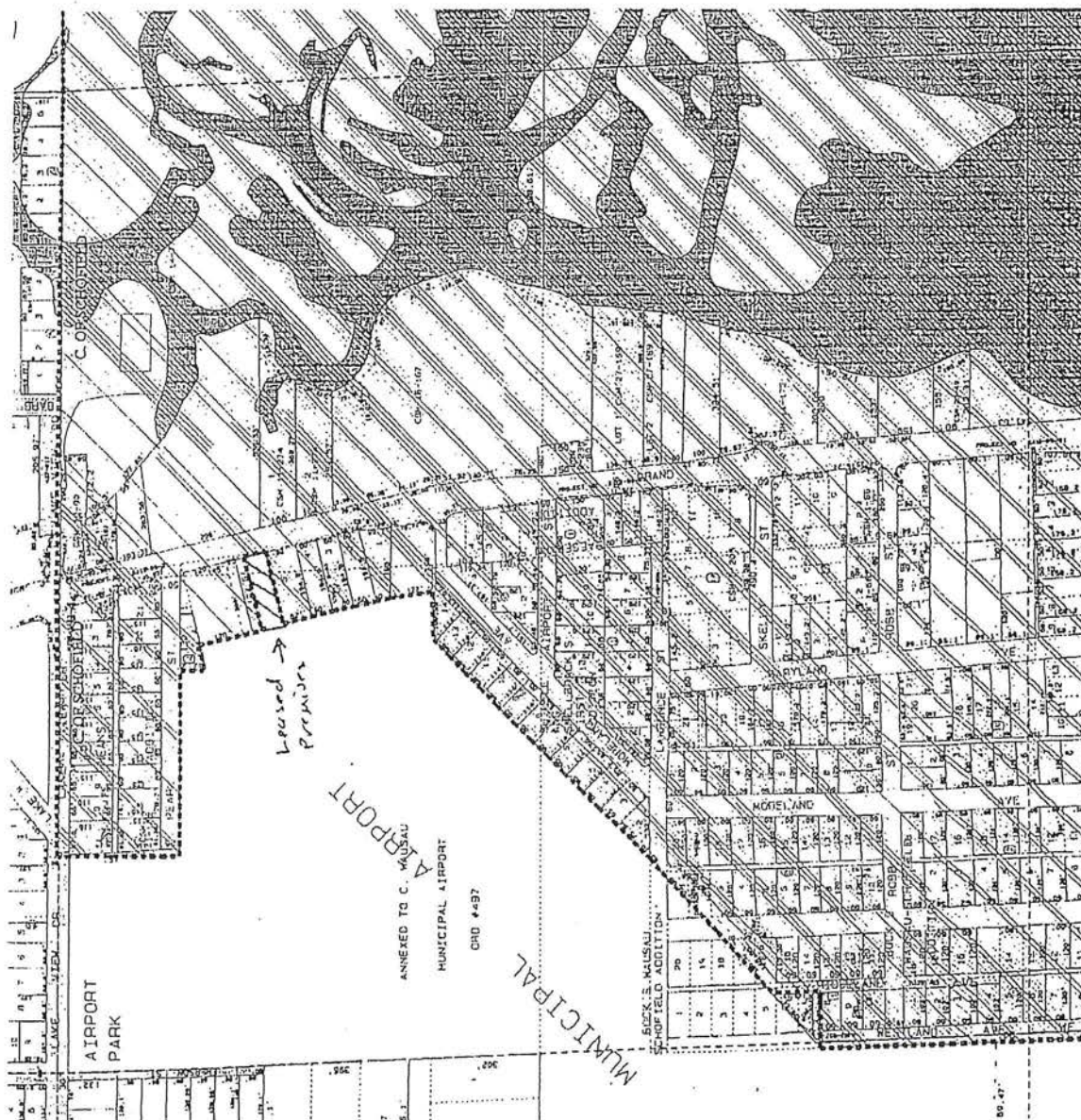


1. DEDICATION OF THIS MAP IS  
DECLINING WITHOUT THE  
WRITING CONSENT OF THE CITY  
OF WASHINGTON SUBSIDIARY DEPT.

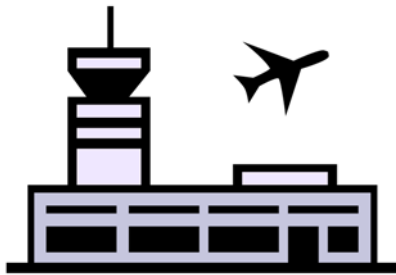


City of Winston  
Department of Public Works  
CSE Division  
4670 Glenmont Avenue, Winston-Salem, NC 27158  
(703) 761-6370

2807-121



# MEMO



**To:** Finance Committee

**From:** John Chmiel

**Subject:** Addendum to Airport T-hangar Leases (EFT Modification)

**Date:** February 7, 2023

The airport committee approved the EFT modification to the airport T-hangar lease unanimously. The EFT modification is designed to streamline the billing/payment process for T-hangar renters. It is meant to reduce the monthly processing time required for T-hangar rent collection as well as eliminate bill collection for habitually late payment T-hangar tenants.

The airport committee adopted the FAA recommendations regarding hangar use at airports. The FAA has tied funding of capital projects to acceptable hangar use at airports. The language is designed to ensure that hangars are being used for aviation purposes and not primarily as non-aviation storage facilities. The language allows the City to evict non-compliant tenants in the interest of keeping active airworthy aircraft in hangars at the airport that actually contribute financially to the well-being of the airport and FBO through use of services.

### **AIRPORT COMMITTEE**

Date and Time: Wednesday, December 21, 2022 @ 5:30 pm, Wausau Downtown Airport

Members Present: Lisa Rasmussen (C), Lou Larson, Doug Diny, Dennis Seitz

Members Excused: Carol Lukens, Pat Peckham, Fred Prehn

Others Present: John Chmiel, Karl Kemper, Nathan Miller

### **Discussion and Possible Action Regarding Addendum to Airport T-hangar Leases Requiring Payment Through EFT (Electronic Funds Transfer) as the Only Payment Option.**

John Chmiel stated two or three tenants are inconsistent with their lease payments to the city and after discussion with the Finance Director, they feel auto pay would solve this problem. He commented if people don't like this and choose to leave it doesn't matter because we have 16 on a waiting list.

Dennis Seitz indicated he would abstain from voting as a tenant at the airport.

Motion by Larson, second by Diny to approve the addendum to the lease for an EFT payment requirement. Motion carried 3-0, with one abstention.

FIRST AMENDMENT TO AIRPORT T-HANGAR LEASE  
WAUSAU DOWNTOWN AIRPORT, WAUSAU, WISCONSIN

THIS AMENDMENT TO AIRPORT T-HANGAR LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin ("Landlord"), and \_\_\_\_\_ tenant name \_\_\_\_\_, \_\_\_\_\_ address \_\_\_\_\_ ("Tenant").

WHEREAS, Landlord and Tenant have entered into an Airport T-Hangar Lease for T-Hangar No. \_\_\_\_\_ located at the Wausau Downtown Airport dated \_\_\_\_\_ ("T-Hangar Lease"), a copy of which is attached hereto as Exhibit 1; and

WHEREAS, the Landlord is continuing to improve the Wausau Downtown Airport experience for the tenants and guests; and

WHEREAS, the Landlord currently spends a great deal of time and effort tracking down and obtaining T-Hangar lease payments; and

WHEREAS, the Landlord believes requiring tenants of T-Hangars to pay the fee via Electronic Funds Transfer ("EFT") would alleviate the issue for both the Landlord and the Tenant; and

WHEREAS the United States Federal Aviation Administration ("FAA") and Department of Transportation ("DOT") have issued a final Policy on the Non-Aeronautical Use of Airport Hangars ("Policy"), 81 F.R.38906, to be effective July 1, 2017; and

WHEREAS, in general the Policy clarifies the FAA's position regarding storage of non-aeronautical items in airport facilities designated for aeronautical use; and

WHEREAS, the parties desire jointly to be in compliance with the FAA Policy.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, and agreements in the T-Hangar Lease and this Amendment to Airport T-Hangar Lease ("Amendment"), the parties hereto agree as follows:

1. The T-Hangar Lease shall remain in full force and effect, except as modified by these Amendments.
2. Amendment to Paragraph 4. Paragraph 4 of the T-Hangar lease is deleted in its entirety and replaced with the following:
  4. TENANT agrees to enroll in Electronic Funds Transfer ("EFT") via the form provided by Landlord to ensure prompt payment to the Treasurer for the City of Wausau, in advance, a monthly rental of \_\_\_\_\_ plus tax, **on or before the first day of each month**. EFT is the only acceptable form of payment. *For rents received after the FIFTH business day of each month, TENANT*

*shall pay a Ten Dollar (\$10.00) late payment penalty on outstanding invoices.* If rent is not received by the 30th day of the month, LANDLORD shall give TENANT thirty (30) days' notice of termination for default of the lease; and if TENANT fails to cure said default within those thirty (30) days, the lease shall automatically terminate. TENANT agrees to pay reasonable attorneys' fees, finance charges and other reasonable costs incurred in the collection of any past-due balance on this lease.

3. Amendment of Paragraph 15. Paragraph 15 of the T-Hangar lease is deleted in its entirety and replaced with the following:

15. (a) The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

(b) Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local ordinances.

(c) Hangars shall not be used as a residence.

**AIRCRAFT 1**

MAKE AND MODEL OF AIRCRAFT TO BE STORED \_\_\_\_\_

YEAR \_\_\_\_\_ REGISTRATION NUMBER \_\_\_\_\_

APPRAISED VALUE \_\_\_\_\_ INSURANCE COMPANY \_\_\_\_\_

ADDRESS OF INSURANCE \_\_\_\_\_

EFFECTIVE DATE OF COVERAGE \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

INSURANCE AGENT'S NAME \_\_\_\_\_

AGENT'S ADDRESS \_\_\_\_\_

**AIRCRAFT 2**

MAKE AND MODEL OF AIRCRAFT TO BE STORED \_\_\_\_\_

YEAR \_\_\_\_\_ REGISTRATION NUMBER \_\_\_\_\_

APPRAISED VALUE \_\_\_\_\_ INSURANCE COMPANY \_\_\_\_\_

ADDRESS OF INSURANCE \_\_\_\_\_

EFFECTIVE DATE OF COVERAGE \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

INSURANCE AGENT'S NAME \_\_\_\_\_

AGENT'S ADDRESS \_\_\_\_\_

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

CITY OF WAUSAU, WISCONSIN

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

Attest:

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

TENANT:

Signature: \_\_\_\_\_

Address:

TENANT:

Signature: \_\_\_\_\_

Address:

TENANT:

Signature: \_\_\_\_\_

Address:

TENANT:

Signature: \_\_\_\_\_

Address:

[illegible]

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above-named Katie Rosenberg, Mayor, and Kaitlyn Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

[illegible]

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above-named \_\_\_\_\_,  
\_\_\_\_\_ ,  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the  
same.

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

[illegible]

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above-named \_\_\_\_\_,  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the  
same.

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

STATE OF WISCONSIN     )  
                                                      ) ss.  
COUNTY OF MARATHON )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, the above-named \_\_\_\_\_  
\_\_\_\_\_,  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the  
same.

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

STATE OF WISCONSIN     )  
                                                      ) ss.  
COUNTY OF MARATHON )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, the above-named \_\_\_\_\_  
\_\_\_\_\_,  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the  
same.

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

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

**EXHIBIT 1**  
**ORIGINAL T-HANGAR LEASE**



**DIRECT WITHDRAWAL PAYMENT  
AUTHORIZATION FORM**



I (we) hereby authorize the City of Wausau (39-6005648) to initiate entries and to initiate, if necessary, entries and adjustments for any entries in error to my (our) account indicated below and the depository named below, to credit and/or debit the same to such account.

This authority is to remain in full force and effect until the City of Wausau has received written notification from me (or either/any of us) of its termination in such time and in such manner as to afford the City of Wausau and the depository named below a reasonable opportunity to act on it.

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Debit my account to pay my monthly rent invoice from the T-Hanger leased at the Wausau Downtown Airport from my financial institution checking or savings account as stated below.

Financial Institution Name: \_\_\_\_\_

Financial Institution Location: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Account Type (Checking or Savings): \_\_\_\_\_

Routing/ASA Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Signature(s) of Account Owner(s): \_\_\_\_\_

Sign: \_\_\_\_\_

**\* Please attach a voided deposit slip from your account.**

For City of Wausau Use Only

Received by: \_\_\_\_\_

Date Received: \_\_\_\_\_

## ARPA FUNDING

|                                 |                                                       | Public Health | Negative Economic<br>Impacts | Services to<br>Disproportionately<br>Impacted<br>Communities | Infrastructure | Revenue Loss:<br>Government Services | Total                |
|---------------------------------|-------------------------------------------------------|---------------|------------------------------|--------------------------------------------------------------|----------------|--------------------------------------|----------------------|
| Prgm                            | Landmark Project                                      |               | \$ 350,000                   |                                                              |                | \$                                   | 350,000              |
|                                 | 2022 Budget:                                          |               |                              |                                                              |                |                                      |                      |
| Prgm                            | Public Access Server for Closed Caption               |               |                              | 47,402                                                       |                |                                      | 47,402               |
| Prgm                            | Internet Firewall Replacement                         |               |                              |                                                              |                | 33,800                               | 33,800               |
| Prgm                            | Core Switch Replacement                               |               |                              |                                                              |                | 50,000                               | 50,000               |
| Prgm                            | Financial ERP Software Replacement                    |               |                              |                                                              |                | 850,000                              | 850,000              |
|                                 | 2022 Resolutions                                      |               |                              |                                                              |                |                                      |                      |
| Prgm                            | Temporary Water Supplies                              |               |                              |                                                              |                | 230,000                              | 230,000              |
| Prgm                            | PFAS Pilot Study                                      |               |                              |                                                              | 240,375        |                                      | 240,375              |
| Prgm                            | LED Street Lighting Conversion                        |               |                              |                                                              |                | 881,971                              | 881,971              |
| Project                         | Skate Park                                            |               |                              |                                                              |                | 225,000                              | 225,000              |
| Prgm                            | EEC Negative Economic Impact                          |               | 84,100                       |                                                              |                |                                      | 84,100               |
| Prgm                            | CCITC - Fiber Connection Project                      |               |                              |                                                              |                | 140,000                              | 140,000              |
| Prgm                            | Community Outreach Specialist Position                |               |                              |                                                              |                | 140,000                              | 140,000              |
| Prgm                            | FireFighter Positions                                 |               |                              |                                                              |                | 771,000                              | 771,000              |
| Project                         | Wastewater Treatment Screening Improvement Project    |               |                              |                                                              | 800,000        |                                      | 800,000              |
| Project                         | Abel Stormwater Liftstation                           |               |                              |                                                              | 800,000        |                                      | 800,000              |
| Prgm                            | Community Partners Campus Facility Project            |               |                              |                                                              |                | 162,756                              | 162,756              |
| Prgm                            | Catholic Charities                                    |               | 777,991                      |                                                              |                |                                      | 777,991              |
| Prgm                            | Infill New Construction                               |               | 600,000                      |                                                              |                |                                      | 600,000              |
| Prgm                            | Affordable Rental Units                               |               | 500,000                      |                                                              |                |                                      | 500,000              |
| Prgm                            | Homebuyer Education Counseling and Closing Assistance |               |                              |                                                              |                | 34,000                               | 34,000               |
| Project                         | Water Main Replacement - 2023                         |               |                              |                                                              |                |                                      |                      |
|                                 | 10th Ave                                              |               |                              |                                                              | 420,000        |                                      | 420,000              |
|                                 | Grant St                                              |               |                              |                                                              | 100,000        |                                      | 100,000              |
|                                 | Henrietta                                             |               |                              |                                                              | 320,000        |                                      | 320,000              |
| ?                               | Water Engineering Studies and Project Work            |               |                              |                                                              |                |                                      |                      |
|                                 | Lead Service Line Replacement Plan                    |               |                              |                                                              |                | 89,680                               | 89,680               |
|                                 | Corrosion Control Study                               |               |                              |                                                              |                | 261,740                              | 261,740              |
|                                 | PFAS Treatment Process Design                         |               |                              |                                                              | 658,695        |                                      | 658,695              |
| Project                         | Sewer Main Replacement - 2023                         |               |                              |                                                              |                |                                      |                      |
|                                 | 10th Ave                                              |               |                              |                                                              | 320,000        |                                      | 320,000              |
|                                 | Grant St                                              |               |                              |                                                              | 85,000         |                                      | 85,000               |
|                                 | Henrietta                                             |               |                              |                                                              | 200,000        |                                      | 200,000              |
| Prj                             | Water Main Replacement - 2022                         |               |                              |                                                              |                | 1,414,409                            | 1,414,409            |
| Prj                             | Sewer Main Replacement - 2022                         |               |                              |                                                              |                | 691,099                              | 691,099              |
| Project                         | Sewer Engineering and Project Work                    |               |                              |                                                              |                |                                      |                      |
| Project                         | Sewer Lift Station Upgrade Design                     |               |                              |                                                              |                | 239,000                              | 239,000              |
| Obligated                       |                                                       | \$ -          | \$ 2,312,091                 | \$ 47,402                                                    | \$ 3,944,070   | \$ 6,214,455                         | \$ 12,518,018        |
| <b>COUNCIL APPROVED</b>         |                                                       |               |                              |                                                              |                | <b>10,000,000</b>                    | <b>\$ 15,586,461</b> |
| <b>AVAILABLE - UNENCUMBERED</b> |                                                       |               |                              |                                                              |                | <b>3,785,545</b>                     | <b>\$ 3,068,443</b>  |

20%



## Memorandum

**From:** William D. Hebert

**To:** Finance Committee

**Date:** 02/10/2023

**Re:** Contract with E-Plan Exam for Comprehensive Commercial Building and Plumbing Plan Review

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Purpose: To obtain your approval for entering an agreement with E-Plan Exam. This group would provide comprehensive plan review for all commercial buildings in Wausau. Their service would take the place of State of Wisconsin DSPS plan reviews.

Facts / Considerations:

Wausau inspections division is delegated to provide local commercial building plan review in a limited capacity. We are able to review interior remodels of commercial buildings up to 100,000 cubic feet or new buildings of 50,000 cubic feet or less. Anything more needs to be reviewed by the State Department of Safety and Professional Service (DSPS).

For the last several years DSPS has been extremely busy with the amount of construction taking place throughout the state of Wisconsin. Many times Wausau developers have to wait upwards of 8-12 weeks to have a plan reviewed and approved by DSPS. This would include commercial plumbing plan reviews. Such a long time frame is frustrating for our developers and contractors. The business of development cannot wait that long to start breaking ground.

E-Plan Exam guarantees plan review turnaround within 15 business days. They would offer plan review for Commercial building, commercial plumbing, fire alarm, fire sprinklers, and HVAC plans.

Several municipalities have contracted with E-Plan Exam for plan review services. My fellow building officials in various municipalities have provided me with positive reviews of E-Plan Exams work. Appleton, Marshfield, and Fitchburg have recently contracted with this group. Oshkosh is strongly considering contracting with E-Plan Exam as well.

Besides the shortened time frame for plan review approval, developers and city staff are able to consult with E-Plan Exam on code questions free of charge.

Finally, the city would receive 10 percent of fees back as a revenue to the city by contracting with E-Plan Exam. It is hard to estimate what the total new revenue would be, but it would be based on volume of plan reviews and revenue that we do not currently receive.

Recommendation: Your approval is requested for:

1. A 3 year contract with the E-Plan Exam to provide plan review services for commercial construction on an as-needed basis.

Impact:

Shortened timeline for construction and plumbing approvals.

Additional revenue that the city is not seeing today.

Coordination:

Inspections staff will need to apply to the State DSPS for full delegation of commercial plan review.

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



**E-PLAN**  
— EXAM

City of Wausau  
October 2022

# E-PLAN EXAM PROPOSAL FOR SERVICES

## Commercial Plan Review Services



## OVERVIEW

E-Plan Exam is pleased to submit this proposal for services to support the City of Wausau in its pursuit to deliver better customer service to your constituents and your internal team members through the plan review process!

It is our mission and goal at E-Plan Exam to assist municipalities in their effort to better serve the construction community by working in partnership to deliver exceptional quality plan reviews within an expedited time frame, while maintaining low costs. As code officials, who have served in high functional capacities, overseeing large building inspection and plan review departments, we fully understand and appreciate the challenges that are encountered daily in construction. Our philosophy and approach to better the communities we serve is to work in direct partnership with all stakeholders on all projects, from the time it is simply an idea in the mind of the developer to the point where occupancy is granted. What we have found is when we create and foster a positive experience with the communities we serve through integrity and passion, it improves the safety and the quality of the projects we are privileged to work on.

The proposal contained herein is meant to serve as a starting point and establish a foundation from which we can continue to build upon together. We sincerely look forward to supporting your community!

## Our Main Objective

There are five main plan reviews that are required for any commercial building construction in Wisconsin: Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler. Without delegated authority granted by the State of Wisconsin Department of Safety and Professional Services, all projects would have to flow through them. This is where delegation comes in to handle some or all these scopes at the local level – but in many communities these thresholds are often inconsistent.

At the time of this proposal, after review with Wisconsin DSPS, **only 30 Communities** out of more than 1,800 in the State have the capabilities to do full-fledged plan review of Unlimited Size Structures for Building, HVAC, Fire Alarm, Fire Sprinkler, and Plumbing plan reviews. At the time of this proposal, E-Plan Exam serves approximately 50% of them.

- Most Communities, if they are delegated, are only delegated for small-scale Building and HVAC for projects not exceeding 50,000 cubic foot in volume for new construction.
- Most communities do not have any Plumbing Plan Review authority.
- Most communities are not delegated for Fire Alarm and Fire Sprinkler for projects at all.

Our goal would be to enhance your local capabilities by **obtaining full-fledged delegation for Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler projects of unlimited size for your community!**

Once this program is up and running, at its heart it's a program of choice. Applicants would have the choice to submit to your community, and in turn E-Plan Exam, or they could still submit to the State. Likewise, your community can request that a submitter submit directly to the State for any reason. If you would like to proceed, would be joining a very select group of communities as of today that would have full-fledged approval from DSPS to handle all commercial projects at the local level. And once your community would be delegated by the State of Wisconsin, our goals would be simple:

- **Reroute revenue** never seen by your community from the State of Wisconsin.
- Guarantee **15 business days turn around** for any commercial project.
- Provide **full visibility** to the entirety of the plan review process to all stakeholders.
- In partnership, serve as an extension to your municipal operations by offering **free unlimited code consultations**.

Much of these elements are relatively easy to achieve, and while there are some prerequisites, our team will gladly work with you to achieve these delegations and set a new standard for construction in your community!

## About Us

We founded our company in Wisconsin where our primary goal is to transform and raise the standard for which plan reviews are done in the state. In partnership with your community, we believe can provide exceptional service and effect positive change! Through successful implementation of our program, we have shown that these four simple objectives differentiate our operation from your current experience, and dramatically impact the communities we serve:

1. Integrity – At E-Plan Exam we take our practice and oaths seriously to safeguard the public welfare, life, health, and property for all our community partners. This is the guiding principle on which our company was founded and is present at the heart of every interaction we have.
2. Communication – We separate ourselves by our promise and guarantee to go above and beyond to work with everyone we interact with. Our goal is never to simply give a “yes” or “no” answer to whether something is code compliant but to work with everyone on what a code compliant path looks like.
3. Knowledge – Our experience is derived from working as advisors to the State of Wisconsin, serving on local and national code boards, leading large Wisconsin communities, and overseeing a variety of construction projects. With every unique project requiring its own solution, we will always make sure to coordinate our efforts with local inspection staff as well as the State of Wisconsin to ensure uniform enforcement and application of the code.
4. Passion – We believe that the permitting and plan review process is the most critical point where projects have the greatest potential to be delayed. Our greatest passion is driven by the ability to ensure that we guarantee a maximum of 15 business days for any review. In our opinion, waiting for weeks or even months on a plan review for a business to start construction is unacceptable. At E-Plan Exam we strive to challenge this industry “norm,” and do better, because we can.

## OUR PROPOSAL

Outlined in this proposal and contract language is our promise to ensure the service offering we provide is at its best. We are prepared to guarantee that not only will all plan reviews be done within 15 business days, but all reviews will be done by individuals who either live or work in the State of Wisconsin. This allows us the capability to utilize plan examiners who have intimate knowledge of not only the current codes and our “Wisconsinisms”, but also our historical state building codes. All of which are still very much enforced today by state statutes and administrative code.

Additionally, our ability to communicate and coordinate our code efforts with not only the local inspection team but also the community, will result in fewer issues encountered during construction. This will allow for community development to occur with ease. To continuously improve our service, we ask that we have the opportunity to meet with community leadership, and those most impacted by our work regularly to review and improve our processes.

## Proposed Fee Structure

Our fee structure outlined below operates on a percent fee split:

**For all buildings and structures within your community:**

- **90% of plan review fees are retained by E-Plan Exam and 10% are retained by your community.**
  - **Out of E-Plan Exam’s retained plan review fees, we shall be responsible for fees due to the State of Wisconsin as applicable for reviews we perform as specified in Wisconsin Administrative Code.**

These fees are based on the following fee schedule which is a simplified and customer friendly variant of the State of Wisconsin’s Plan Review Fee Schedule. Please see below:



| <b>COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                                |                                          |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------|------------------------------------------|
| 1. New construction, additions, alterations, and parking lots fees are computed per this table.    |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                                |                                          |
| 2. New construction and additions are calculated based on total gross floor area of the structure. |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                                |                                          |
| 3. A separate plan review fee is charged for each type of plan review.                             |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                                |                                          |
| <b>Area<br/>(Square Feet)</b>                                                                      | <b>Building Plans</b>                                                                                                                                                                                                                                                                                                                                                                                                           | <b>HVAC Plans</b> | <b>Fire Alarm System Plans</b> | <b>Fire Suppression<br/>System Plans</b> |
| Less than 2,500                                                                                    | \$250                                                                                                                                                                                                                                                                                                                                                                                                                           | \$150             | \$30                           | \$30                                     |
| 2,500 - 5,000                                                                                      | \$300                                                                                                                                                                                                                                                                                                                                                                                                                           | \$200             | \$60                           | \$60                                     |
| 5,001 - 10,000                                                                                     | \$500                                                                                                                                                                                                                                                                                                                                                                                                                           | \$300             | \$100                          | \$100                                    |
| 10,001 - 20,000                                                                                    | \$700                                                                                                                                                                                                                                                                                                                                                                                                                           | \$400             | \$150                          | \$150                                    |
| 20,001 - 30,000                                                                                    | \$1,100                                                                                                                                                                                                                                                                                                                                                                                                                         | \$500             | \$200                          | \$200                                    |
| 30,001 - 40,000                                                                                    | \$1,400                                                                                                                                                                                                                                                                                                                                                                                                                         | \$800             | \$350                          | \$350                                    |
| 40,001 - 50,000                                                                                    | \$1,900                                                                                                                                                                                                                                                                                                                                                                                                                         | \$1,100           | \$500                          | \$500                                    |
| 50,001 - 75,000                                                                                    | \$2,600                                                                                                                                                                                                                                                                                                                                                                                                                         | \$1,400           | \$700                          | \$700                                    |
| 75,001 - 100,000                                                                                   | \$3,300                                                                                                                                                                                                                                                                                                                                                                                                                         | \$2,000           | \$1,000                        | \$1,000                                  |
| 100,001 - 200,000                                                                                  | \$5,400                                                                                                                                                                                                                                                                                                                                                                                                                         | \$2,600           | \$1,200                        | \$1,200                                  |
| 200,001 - 300,000                                                                                  | \$9,500                                                                                                                                                                                                                                                                                                                                                                                                                         | \$6,100           | \$3,000                        | \$3,000                                  |
| 300,001 - 400,000                                                                                  | \$14,000                                                                                                                                                                                                                                                                                                                                                                                                                        | \$8,800           | \$4,400                        | \$4,400                                  |
| 400,001 - 500,000                                                                                  | \$16,700                                                                                                                                                                                                                                                                                                                                                                                                                        | \$10,800          | \$5,600                        | \$5,600                                  |
| Over 500,000                                                                                       | \$18,000                                                                                                                                                                                                                                                                                                                                                                                                                        | \$12,100          | \$6,400                        | \$6,400                                  |
| Note:                                                                                              | 1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.                                                                                                                                                                                                                                                                                             |                   |                                |                                          |
|                                                                                                    | 2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced, or waived based on scope of services, project type, or other relevant factors.                                                                                                                                                                                                                            |                   |                                |                                          |
| Determination of Area                                                                              | The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies. |                   |                                |                                          |
| Structural Plans and other Component Submittals                                                    | When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.                                                                                                                |                   |                                |                                          |
| Accessory Buildings                                                                                | The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.                                                                                                                                                                                                                                                                                                         |                   |                                |                                          |
| Early Start                                                                                        | The plan review fee for permission to start construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.                                                                                                                                                                                  |                   |                                |                                          |
| Plan Examination Extensions                                                                        | The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.                                                                                                                                                                                                                                                                                                    |                   |                                |                                          |
| Resubmittals & revisions to approved plans                                                         | When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.                                                                                                      |                   |                                |                                          |

|                                       |                                                                                                                                                                                                                                                                               |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submittal of plans after construction | Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project. |
| Expedited Priority Plan Review        | The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.                                              |

| COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                |                             |  |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------|-----------------------------|--|
| 1. New construction, alterations and remodeling fees are computed per the following table |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                |                             |  |
| 2. New construction fee is calculated based on square footage of the area constructed.    |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                |                             |  |
| 3. Alterations and remodeling fee is based on the number of plumbing fixtures.            |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                |                             |  |
| Area (Square Feet)<br>(New Construction<br>& Additions)                                   | Plumbing Plan<br>Review Fee                                                                                                                                                                                                                                                                                                                                                                                                                 |  | Number of Fixtures<br>(Alteration, Remodeling, and<br>Site Work)               | Plumbing Plan<br>Review Fee |  |
| Less than 3,000                                                                           | \$300                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | <15                                                                            | \$200                       |  |
| 3,001 - 4,000                                                                             | \$400                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 16-25                                                                          | \$300                       |  |
| 4,001 - 5,000                                                                             | \$550                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 26-35                                                                          | \$450                       |  |
| 5,001 – 6,000                                                                             | \$650                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 36-50                                                                          | \$550                       |  |
| 6,001 – 7,500                                                                             | \$700                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 51-75                                                                          | \$800                       |  |
| 7,501 – 10,000                                                                            | \$850                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 76-100                                                                         | \$900                       |  |
| 10,001 – 15,000                                                                           | \$900                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 101-125                                                                        | \$1,050                     |  |
| 15,001 – 20,000                                                                           | \$950                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 126-150                                                                        | \$1,150                     |  |
| 20,001 – 30,000                                                                           | \$1,100                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | >151                                                                           | \$1,150                     |  |
| 30,001 – 40,000                                                                           | \$1,250                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Plus \$160 for each additional 25 fixtures (rounded<br>up) beyond 150 Fixtures |                             |  |
| 40,001 – 50,000                                                                           | \$1,550                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                |                             |  |
| 50,001 – 75,000                                                                           | \$2,100                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                |                             |  |
| Over 75,000                                                                               | \$2,500                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                |                             |  |
| Plus \$0.0072 per each additional sq. ft. over<br>75,000 sq. ft.                          |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                |                             |  |
| Note:                                                                                     | 1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in<br>addition to the plan review and inspection fees.                                                                                                                                                                                                                                                                                                      |  |                                                                                |                             |  |
|                                                                                           | 2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner;<br>Fees may be modified, reduced, or waived based on scope of services, project type, or<br>other relevant factors.                                                                                                                                                                                                                                  |  |                                                                                |                             |  |
| Determination of Area                                                                     | The area of a floor is the area bounded by the exterior surface of the building walls or the<br>outside face of columns where there is no wall. Area includes all floor levels such as<br>subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all<br>roofed areas including porches and garages, except for cantilevered canopies on the<br>building wall. Use the roof area for free standing canopies. |  |                                                                                |                             |  |
| Resubmittals & revisions<br>to approved plans                                             | When deemed by the reviewer to be a minor revision from previously reviewed and/or<br>approved plans, the review fee shall be \$75.00. Any significant changes or alterations<br>beyond minor amendments as determined by the Plans Examiner and Building Inspection<br>Department may result in additional charges as appropriate.                                                                                                         |  |                                                                                |                             |  |

|                                       |                                                                                                                                                                                                                                                        |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submittal of plans after construction | Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project. |
| Expedited Priority Plan Review        | The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.                       |

Initial review time for all plans shall not be longer than 15 business days to either Approve, Deny, or Request for Additional Information/Place on Hold.

In addition to the outlined fees above, as a courtesy to our municipal partners, we also offer on-call hourly professional engineering services of \$180.00 per hour, when both your community and E-Plan Exam agree in writing prior to such services.

Our initial proposed contract is for 36 months with all billing invoiced monthly with terms of Net 30 days.

And finally, there is no retainer or annual base fee required for our services. We are there when you need us, but when you don't, there is no cost to the municipality. Our goal is to fit seamlessly into your operation, to serve as an extension of your team and to work as your partner.

## Insurance

E-Plan Exam carries a full complement of business insurance including errors and omissions, property, general and liability insurance. Certificates of insurance in the following amounts will be provided upon request:

| Type of Insurance            | Amount of Insurance                                                                                                  |
|------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability | <ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate</li> </ul> |
| Professional Liability       | <ul style="list-style-type: none"> <li>\$1,000,000 Each Claim</li> <li>\$2,000,000 Aggregate</li> </ul>              |
| Umbrella Liability           | <ul style="list-style-type: none"> <li>\$5,000,000 Each Occurrence</li> <li>\$5,000,000 Aggregate</li> </ul>         |

## Plan Review Process

### Plan Intake

In construction, time is money and accuracy is crucial. To that end, we have fully automated our procedures to streamline plan review intake. In cooperation with our municipal partners, we have enabled online plan review submission. A sample of our plan review intake forms can be found at [eplanexam.com/submit-a-project](http://eplanexam.com/submit-a-project). Once an applicant submits a project, notifications are sent to all staff who wish to receive notice. This notification will include links to all pertinent contact information, documents, and construction plans that were submitted.

As part of our service, your community will have full access to our system and database. This will allow you to see not only where a project is in our plan review queue, but also what issues may have been encountered and the status of the review. This access is not only limited to you, but to all our clients. You can easily see where everything stands as a whole and filter down to the plan reviews within your municipal boundaries. If you are interested in learning more about our services, we can give you temporary access to our live system and demonstrate it for you.



### Fee Collection Services

As part of our service, we offer to all our municipal partners the collection and handling of any plan review fees. This is something that often takes up a significant amount of time to collect fees, ensure proper charges, and process invoices. To simplify matters, we offer two options:

1. E-Plan Exam collects any fees directly for the plan reviews we perform. Our team invoices for each project received directly to the applicant and issues a payment to our municipal partners to be received within 15-30 days. This option frees up significant amounts of administrative time for tracking down payments, as well as streamlines payments to the State of Wisconsin. We take ownership for ensuring proper fee calculations and payments.
2. We also offer an option to invoice your community for plan review services rendered, based on projects within any given month. In this option, you would collect all fees from the applicants, and we would send you an invoice with billable terms of net 30 days.

## Plan Review

We love to talk about complex projects before they are ready to be submitted. This helps to clear up any potential code issues and ensures a smooth plan review. Code consultations with our examiners and architects, designers, contractors, and/or municipal partners are encouraged for complex projects.

Once the plan review is complete, we turn over all documents, specifications, and requests for additional information, to the applicants as well as the municipality. Our goal is to do as thorough of a review as possible while giving as much information to the municipality, so they can properly do their inspections. Additionally, for large scopes of work or complex projects, we will do project kick off meetings with the local inspection team to make them aware of the intricacies of the project.

All the services mentioned above including code consultations, and code inquiries from our municipal partners, inspectors, or applicants are included as part of our base plan review service.

Our goal is to make this program and our plan review experts an extension of your staff, give you more insight and capabilities versus the State's current process, reroute previously unseen revenue to your community, and provide top quality customer service to you and the constituents within your community.

## Plan Review Staff

Our staff are all deeply passionate about building codes and safety as well as teaching. We simply don't stop at enforcing the code, but part of the roles we believe are inherent in any successful building department is the role of being an educator. Our intent as part of our proposal is to only utilize staff who live in the State of Wisconsin and are knowledgeable in the standards here to undertake work for your community.

**All** of E-Plan Exam's staff are certified and licensed in accordance with the State of Wisconsin Department of Safety and Professional Services and carry the required credentials as a minimum for each type of review they undertake.

## CONCLUSION

We sincerely look forward to working with the City of Wausau and supporting your efforts!

Should your community desire to speak with our references, municipal partners, or the developers we have worked with, we will be more than happy to provide contact information. If you decide to proceed with our services, we are proud to say that we will be able to serve your community immediately.

If you have any questions about this proposal or would like to discuss our services, please feel free to contact us at your earliest convenience and we will be more than happy to discuss. We are also available for virtual meetings if preferred.

Thank you for your consideration and we sincerely look forward to hearing from you!

Sincerely and respectfully,



David Adam (DA) Mattox, P.E.  
President  
414-736-4721  
[damattox@eplanexam.com](mailto:damattox@eplanexam.com)



# **E-PLAN**

**E X A M**

[eplanexam.com](http://eplanexam.com)

12605 W North Avenue #189 - Brookfield, WI 53005



February 1, 2023

Mr. Eric Lindman  
Public Works Director  
City of Wausau  
400 Myron Street  
Wausau WI 54401

**RE: PUBLIC WORKS WEST ST. REPAIR GARAGE PRELIMINARY DESIGN  
Architectural Services Amendment 5**

Dear Eric,

In following with our original design services Agreement for the expansion of the Myron Street Garage, Barrientos Design & Consulting, Inc. is pleased to present this amendment for Preliminary Design services. This Amendment 5 will create preliminary design documents for a relocated Fleet Repair Garage at 1100 West Street, also known as the Wausau Iron Works site.

**BACKGROUND & BUILDING PROGRAM**

Barrientos Design completed a Conceptual Design of the Fleet Repair Garage in June 2020 and explored relocating the Repair Garage to other parcels away from the Myron Street facility.

Following a Council meeting in January of 2023, the City moved to proceed with the preliminary design and purchasing effort of the 1100 West Street site. This six-acre site is adjacent to the Marathon County Highway Department, the Parks Department and various under-utilized industrial parcels

Based on the concept design effort the Iron Works site is to be partially demolished with these buildings to stay for renovation and reuse: Administration Building, the steel Storage Building, the Salt Shed and a metal Storage Building. The Myron Street facility is to remain the Streets Garage and will be renovated/expanded under a separate amendment. Please see attached Concept Plans for reference.

Overall, the development program will be:

1. Admin/Crew offices in remodeled existing Office structure
2. Fleet Repair Garage and Parts in a newly constructed wing attached to the Office structure
3. Fuel Station
4. Tempered Storage for vehicles in existing Steel structure
5. Reuse of existing Salt Shed
6. Reuse of existing Tempered Storage building

7. Paved areas for access drives and parking
8. Stormwater management
9. Demolition and environmental clean-up

The general building is a 28,000 SF Fleet Repair Garage and will have these major functions:

1. Maintenance bays, total 12
2. Machine shop area
3. Shop support areas
4. Bulk fluid storage
5. Tire shop
6. Parts storage
7. Mechanic's workstations
8. Truck Wash
9. Fleet crew amenities
10. Fleet administrative offices
11. Yard facilities

#### **SCOPE OF WORK**

In following with Council direction, Barrientos will develop Preliminary plans of the building and sitework sufficient to provide a detailed cost estimate and identify all the planning and permitting processes.

Barrientos Design will provide architectural and engineering services for the development of Preliminary plans with these tasks and deliverables.

1. Assist City with the procurement of site survey covering boundaries, topography, above grade structures and utilities
2. Assist City with the procurement of geotechnical services for a preliminary subsurface exploration
3. Assist the City in procuring environmental hazards survey of the site
4. Procure a demolition contractor's assessment and quote for structures demolition.
5. Develop a detailed base plan of the parcel and adjacent land.
6. Create base site plan documenting
  - a. Property lines and existing building footprints
  - b. Utility connections: water, sewer, storm, electric and gas.
  - c. Topography
  - d. Utility connections and capacities
  - e. Stormwater drainage patterns
  - f. Roadways, curb-cuts and sidewalks
  - g. Foundations, that may stay in place
  - h. Trees and other landscape features

- i. Soils conditions, stability and bearing capacity
  - j. Hazardous areas on site
  - k. Traffic patterns of area
  - l. Integration with neighboring land uses
  - m. Railroad constraints
  - n. Economic development and land use compatibility
- 7. Review zoning ordinances, land use conformance, Architectural Plan Commission, State Building Codes, stormwater management and City Engineering requirements.
- 8. Review with DPW staff, the facility requirements established in prior planning efforts and determine if the design program needs to be updated. Review all major elements of the program to verify items are still needed or appropriately sized.
- 9. Advance the shop equipment program to specific pieces and items to be used in the design. Select with the mechanics, equipment products, features and models to be incorporated into the plan for items such as, lifts, overhead cranes, bulk fluid reels, welders, shop equipment, truck wash and fuel station.
- 10. Update the Building and Site Plan with the above site, regulatory and staff input.
- 11. Review and select major building assembly and components such as exterior walls, roofing, structures, flooring, windows, and interior construction.
- 12. For the buildings to remain, determine extent of remodeling and upgrading required for new uses.
- 13. Review and select major building engineering systems such as HVAC, electrical, and plumbing
- 14. Similarly, for the sitework, review and select major systems for items such as parking, fueling station, fencing and paving.
- 15. Conduct meetings with City engineering for traffic, roadway and utilities impact and conformance.
- 16. Correspond with Utilities representatives for location, capacity, condition and ability handle loads required by the new facility.
- 17. Conduct meetings with City planning staff for architectural review commission requirements and any aesthetic building and site requirements.
- 18. Develop Preliminary Design documents, an equivalent of 30% of a Final Design. Design documents to include plans and technical narratives for:
  - a. Architecture
  - b. Maintenance Equipment
  - c. Truck wash and Fueling Station
  - d. Foundation and superstructure
  - e. Grading
  - f. Pavement
  - g. Drainage and Stormwater
- 19. Develop system description narratives for these systems:
  - a. HVAC
  - b. Electrical

- c. Plumbing
- d. 3D rendering of the building and site
- 20. Create a sustainability package of methodologies to be employed in the Garage. Assess their green impact and return on investment.
- 21. Develop cost estimate based on quantity take-off from plans. Barrientos Design will engage Miron Construction to develop cost estimates and they will selectively soft-bid out key construction packages.
- 22. Develop a probable Final Design schedule identifying design phase timelines, milestones, permitting submittals and client reviews. Prepare a preliminary construction schedule. Identify bid items that are long-lead and recommend an early bid package list.
- 23. Submit final Preliminary Design package to the City in a report format. Provide pdf's of the document.
- 24. Prepare a PowerPoint presentation and conduct a presentation summarizing the Preliminary Design scope, assembly, materials, equipment, costs, schedule a permitting timeline. Provide up to two technical presentations of the Preliminary Design.
- 25. During the Preliminary Design process we will meet onsite up to six times and provide via video conferencing on a weekly basis, if required.

Our services do not include; survey ( including CSM's or ALTA ) , geotechnical, environmental, traffic engineering, landscape design, and zoning variances.

#### **SCHEDULE**

Barrientos Design will complete the Preliminary Design over a six-month's time period. We are assuming that RFP's for survey, geotechnical and environmental clean-up will be issued and awarded within a five weeks of notice to proceed.

#### **FEE**

Barrientos Design proposes to provide this Amendment 4 for a lump-sum fee of \$148,295. Reimbursables will include travel to the site and reproductions distributed to the City.

We look forward to advancing this project effort to explore these two viable site options.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.



Norman Barrientos, AIA, LEED AP, President



ACCEPTANCE

**CITY OF WAUSAU PUBLIC WORK**

Eric Lindman  
Public Works Director

Date



OPTION 2: WAUSAU IRON WORKS REDEVELOPMENT  
 WAUSAU PUBLIC WORKS  
 FLEET MAINTENANCE GARAGE  
 1/23/23



# KEY

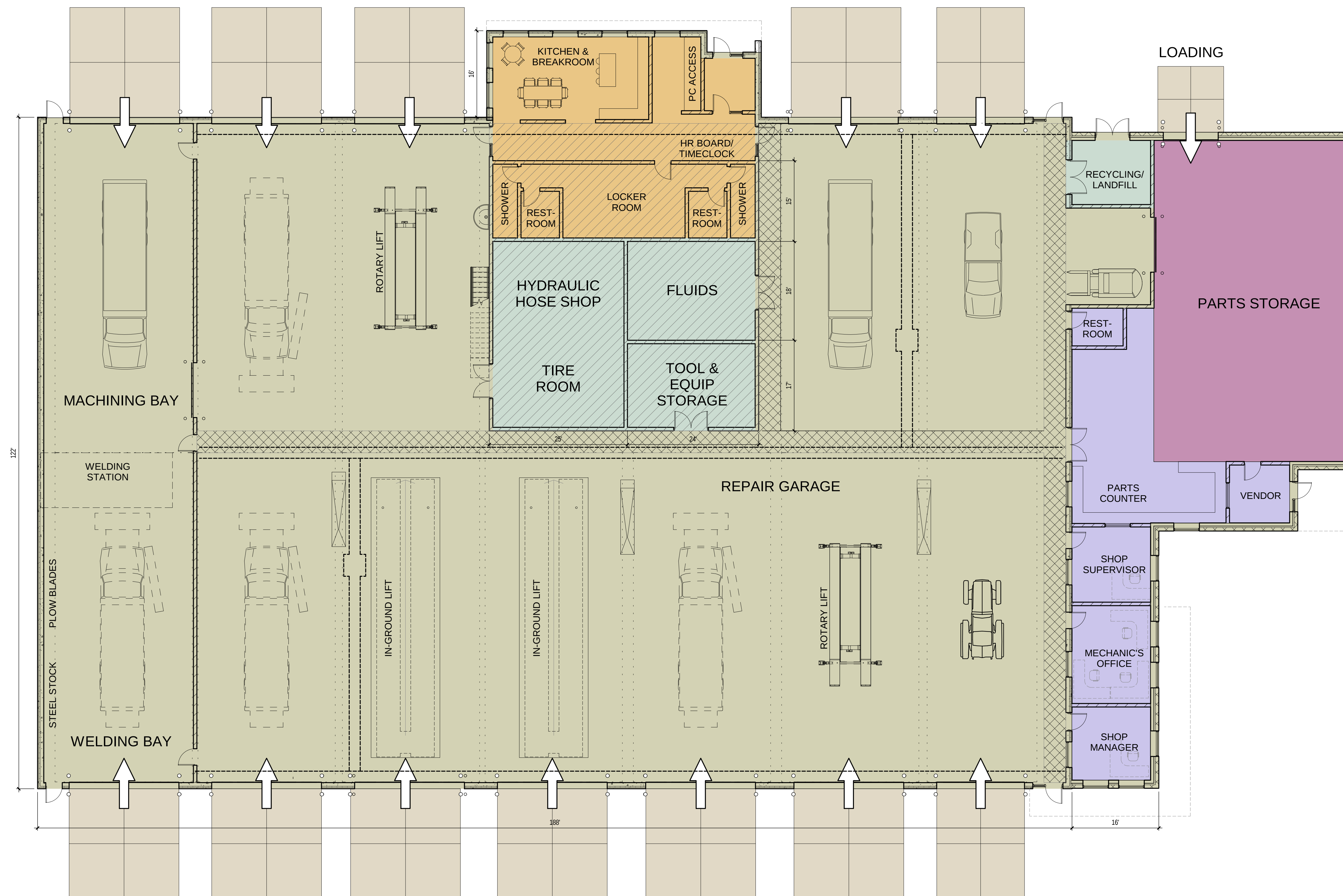
72,000 SF DEMOLISHED  
 27,000 SF REPURPOSED STRUCTURE (NEW ENCLOSURE)  
 16,000 SF REUSED AS-IS (office, storage, salt shed)  
 31,000 SF NEW CONSTRUCTION (repair, truck wash)

31,000 SF TOTAL REPAIR GARAGE / TRUCK WASH  
 32,500 SF TOTAL TEMPERED STORAGE  
 7,000 SF TOTAL ADMIN/ CREW  
 3,500 SF TOTAL SALT SHED

## REUSE PLANNING KEY

EXISTING BUILDING  
 REUSE OF STRUCTURE  
 NEW CONSTRUCTION





|             |  |         |
|-------------|--|---------|
| 20,800 S.F. |  | REPAIR  |
| 1,700 S.F.  |  | CREW    |
| 1,900 S.F.  |  | STORAGE |
| 2,100 S.F.  |  | PARTS   |
| 1,500 S.F.  |  | OFFICES |

|             |  |           |
|-------------|--|-----------|
| 28,000 S.F. |  | TOTAL     |
| 2,700 S.F.  |  | MEZZANINE |

1 PLAN - REPAIR GARAGE  
1" = 10'-0"

## **BARRIENTOS DESIGN & CONSULTING, INC., ARCHITECT**

### **CONTRACT TERMS AND CONDITIONS**

Performance of Services: Architect shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

1. **Billing and Payment:** Invoices for Architect's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 45 days from date of invoice. If any invoice is not paid within 45 days, Architect may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value added, gross receipts, or sales taxes that may be imposed on payments shall be added to Architect's compensation. No deductions or offsets shall be made from Architect's compensation or expenses on account of any setoffs or back charges.
2. **Access to Site:** Owner shall furnish right-of-entry on the project site for Architect and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Architect will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
3. **Location of Utilities:** Architect shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Architect in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Architect by the Owner. Nothing contained in this Agreement is intended as a waiver of the Owner to rely upon the immunities or limitations to liability as may be contained within Wisconsin Statutes §893.80 or other applicable law.
4. **Construction Review:** Architect does not accept responsibility for the design of a construction project unless the Architect's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
5. **Construction Observation:** On request, Architect shall provide personnel to observe construction in order to ascertain that, in general, the work is being

performed in accordance with the construction contract documents. This construction observation shall not make Architect a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Architect shall have no responsibility in that regard. Architect shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Architect's personnel.

6. **Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Architect for all services rendered, including reasonable termination expenses.
7. **Insurance:** Architect shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Architect shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Architect shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
8. **Opinions of Probable Costs:** Architect's opinions of probable project costs are made on the basis of Architect's experience, qualifications and judgment; but Architect cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
9. **Standard of Performance:** The standard of care for all professional services performed or furnished by Architect under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Architect does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Architect will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Ownership of Documents:** All documents produced by Architect under this contract are instruments of Architect's professional service and shall remain the property of Architect and may not be used by Owner for any other purpose without the prior written consent of Architect.
11. **Independent Contractor:** It is understood and agreed that the Architect is an independent contractor for the performance of all services described within this Agreement.
12. **Assignment:** This Agreement and interests hereunder are not to be assigned.
13. **Use of Owner Name:** It is understood and agreed that the name of the Owner and the project title may not be used by the Architect or its agents in any promotional materials without prior approval of the Owner.
14. **Wisconsin Law:** This Agreement shall be governed by and construed with the laws of the State of Wisconsin.
15. **Complete Agreement:** This Agreement represents the entire of listing of the terms between the parties. This Agreement may be modified only in writing by an amendment signed by both parties.
16. **Endorsement:** By endorsing this Agreement both the Architect and the Owner indicate that each has the authority to bind to the terms of this Contract.



## CITY OF WAUSAU

### SOLE SOURCE PURCHASE JUSTIFICATION

#### REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$10,000

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

1. Sole source purchase under \$10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$10,001 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.



Ongoing Sole Source – 365 days



One Time Sole Source Request

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

I am requesting approximately \$60,000 for the purchase of twenty sets of Honeywell Morning Pride turnout gear for the new recruits and current members whose gear has become unrepairable. Turnout gear is the flame and heat resistant outer wear that firefighters use when fighting fires and working on emergency scenes to help protect them from injury and/or burns. One set of turnout gear consists of a coat with neck protection collar and pants with suspenders.

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

Turnout gear is the flame and heat resistant outer wear that firefighters use when fighting fires and working on emergency scenes to help protect them from injury and/or burns.

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

I am requesting approval of a sole source purchase of this gear from Jefferson Fire & Safety because we purchased our current turnout gear from them and they meet the specifications and design setup of our existing turnout gear. Therefore, it will be compatible and interchangeable with turnout gear already in service in the department with no loss or compromise of gear integrity.

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

Other vendors can provide turnout gear, but they do not offer Morning Pride name brand gear, which we currently utilize and therefore it would not be compatible, interchangeable, or consistent with our existing gear.

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

Currently, there is no exact pricing available from any vendor of any brand due to COVID-19 supply chain issues for the fabric and components. Recent sets of turnout gear were approximately \$3,000 each.

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

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

**Department:** *Wausau Fire Department*

**Preparer:** *Robert Barteck, Chief*

**Vendor Name:** *Jefferson Fire & Safety, Inc.*

**Expected amount of purchase or contract:** *\$60,000 (exact pricing to be determined once ordered and arrived)*

**Department Head Signature:**



**Date:**

*1/23/23*

**Finance Director Signature:**

**Date:**