



OFFICIAL NOTICE AND AGENDA - REVISED

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Wednesday, August 10, 2022 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Presentation:	City of Wausau Strategic Plan Presentation - BerryDunn		
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
File #	CMT	Consent Agenda	ACT
22-0701	COUN	Minutes of previous meeting (7/12/2022)	Place on file
22-0106	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (Badger Liquor Co. Inc. – 9913 Innovation Way)	Approved 5-0
22-0804	CISM	Resolution Approving State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street	Approved 5-0
21-1105A	FIN	Resolution Approving Grant Agreements for the Neighborhood Investment Fund Grant Program for the Community Partners Campus project in the amount of \$1,500,000	Approved 4-0
21-1105B	FIN	Resolution Approving Grant Agreements for the Neighborhood Investment Fund Grant Program for the Gorman & Company – Westside Battery Redevelopment project in the amount of \$1,750,000	Approved 4-0
21-0811	FIN	Resolution Approving Advance Ordering of 2023 Vehicles and Equipment	Approved 5-0
22-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 4-0
12-0607	PH&S	Ordinance Amending Section 8.08.120 Number of dogs and cats limited.	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
22-0803		Mayor's Appointments	
22-0105	ED	Resolution Advancing the Proposal from S.C. Swiderski for a mixed-use development in the north zone of the Riverlife District at approximately 1200 N. River Drive, including Lots 6, 7 and 8.	Approved 3-1
15-0709	ED	Resolution Approving Assumption of TIF #6 loan to Wausau World Market LLC by 4 Star Market located at 828 South Third Avenue	Approved 4-0
22-0806	FIN	Resolution Approving contract with Granicus, LLC for website design and hosting services	Approved 5-0
21-1109A	FIN	Resolution Approving Modification of the 2022 Budget for the Torney Avenue Project	Approved 3-0
21-1109B	FIN	Resolution Approving Modification of the 2022 Budget for Parking Ramp Capital Repairs and Improvements	Approved 4-0
19-0921	PLAN	Resolution Amending the General Development Plan at 301 & 411 Washington Street to allow for a mixed-use development with underground parking, commercial on the first floor and apartments above, in a PUD, Planned Unit Development Zoning District.	Approved 6-0
22-0805	PLAN	Ordinance Rezoning 601 North 12th Street and 602 North 13th Street from SR-5, Single Family Residential-5 Zoning District to I, Institutional Zoning District.	Approved 6-0
22-0705	PLAN	Ordinance Rezoning 520 North 1st Avenue from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed-Use Zoning District.	Approved 6-0
Suspend Rule 6(B) Filing (2/3 vote required)			
21-1109C	FIN	Resolution Approving Modification of the 2022 Budget for Riverside Park Preliminary Remediation Work	Pending
04-0306	HR	Resolution Approving bargaining agreement between the City of Wausau and Amalgamated Transit Union for July 1, 2022 – June 30, 2024	Pending
Public Comment & Suggestions			
Adjournment			

Signed by Katie Rosenberg, Mayor

Members of the public who do not wish to appear in person may view the meeting live on live on the Internet, 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 kaitlyn.bernarde@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 8/08/22 @ 11:00 AM. Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us 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.

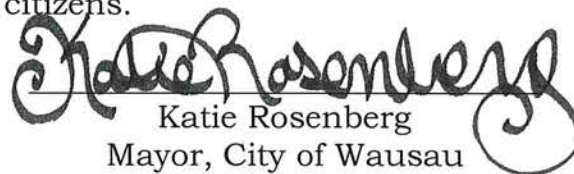
Proclamation

- WHEREAS,** Adrenal Cortical Carcinoma is an extremely rare cancer that impacts approximately 1 in a million people annually. Most doctors and oncologists will never see a single case of it in their lifetime. This lack of understanding in the medical community results in delays in diagnosis, improper surgical removal of these rare tumors, and significant delays in treatment; and
- WHEREAS,** Adrenal Cortical Carcinoma is an extremely aggressive cancer with a very poor prognosis. Lack of awareness and funding for this rare cancer has resulted in only ONE approved FDA medication and that medication, often, serves to only delay progression in about 30% of patient; and
- WHEREAS,** Adrenal Cancer impacts people of any age, gender, race or background, including individuals living in Wausau, Wisconsin; and
- WHEREAS,** Adrenal Cancer treatment can be very disabling and this disability can result in social isolation, stress on the families of those impacted, and financial hardship. The closest Center of Excellence for the treatment of Adrenal Cancer is outside of the state of Wisconsin and this places extremely difficult demands upon very sick patients; and
- WHEREAS,** Adrenal Cortical Carcinoma, even when removed surgically, often recurs and has a very poor prognosis, causing tremendous pain and suffering for those who have it, and their loved one; and
- WHEREAS,** increased awareness about Adrenal Cortical Carcinoma, will help patients get diagnosed and treated earlier, find appropriate medical care at a Center of Excellence, raise awareness within the medical community about this rare cancer, help fund research, and foster support for individuals and families coping with Adrenal Cancer in our community; and
- WHEREAS,** the Adrenal Cancer Community encourages the public to celebrate and recognize Adrenal Cancer Awareness Month each August around the world; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim August, 2022 as

Adrenal Cancer Awareness Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.



Katie Rosenberg
Mayor, City of Wausau
August 2, 2022



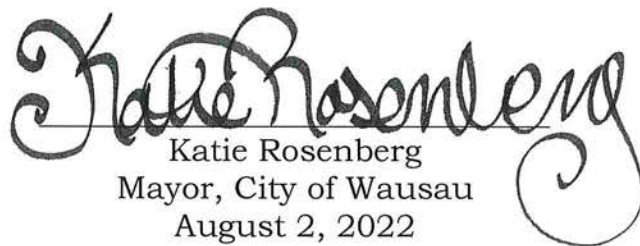
Proclamation

- WHEREAS,** The City of Wausau proudly joins community members in celebrating Never Give Up Day on Thursday, August 18, 2022; and
- WHEREAS,** Never Give Up Day is focused on cultivating a mindset of determination to help people get through difficult challenges; and
- WHEREAS,** Never Give Up Day not only applauds people for reaching their goals, but also supports those who are still trying to achieve their goals; and
- WHEREAS,** Never Give Up Day remains relevant for health care providing organizations, associations and charities in their efforts to establish a call to action and fundraising activities; and
- WHEREAS,** The City of Wausau recognizes Never Give Up Day and its positive influence for people across our community; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim August 18, 2022 as

Never Give Up Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, to make this day a springboard for awareness-raising actions.


Katie Rosenberg
Mayor, City of Wausau
August 2, 2022

Proclamation

WHEREAS, September is known globally as “Suicide Prevention Month”, the National Suicide Prevention + Action Month Proclamation was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to start the conversation about mental health and the impact of suicide to help destigmatize the conversation and help connect people with the appropriate support services; and

WHEREAS, according to the American Foundation for Suicide Prevention (A.F.S.P.), Suicide is the 10th leading cause of death among adults, and the 2nd leading cause of death among individuals between the ages of 10 and 34 in the US; and

WHEREAS, more than 48,000 people died by suicide across the United States in each year, with an average of 132 suicides completed daily; and

WHEREAS, each and every suicide directly impacts a minimum of 100 additional people, including family, friends, co-workers, neighbors, and community members; and

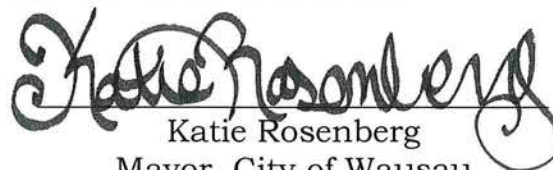
WHEREAS, Wausau publicly places its full support behind those who work in the fields of mental health, education, and law enforcement; and

WHEREAS, global organizations like Hope For The Day (H.F.T.D.) and our local mental health partner, North Central Health Care, serve on the front lines of a war that many still refuse to discuss, as stigma regarding suicide and mental health issues is far too prevalent; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September, 2022 as

National Suicide Prevention + Action Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and encourage them to take the time to understand the importance of mental health education and recognize that taking care of ourselves and others includes taking care of mental health.



Katie Rosenberg
Mayor, City of Wausau
August 25, 2022

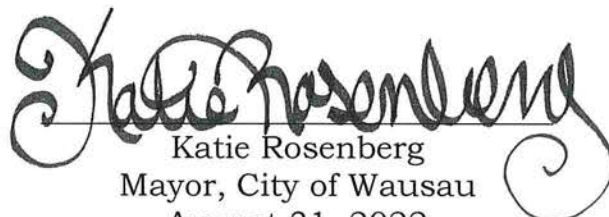
Proclamation

- WHEREAS,** by proclaiming September as Ovarian Cancer Awareness Month, we call attention to a disease that affects women across our community and nation. Ovarian cancer causes more deaths than any other female reproductive system cancers and is the fifth-leading cause of cancer-related deaths among women; and
- WHEREAS,** ovarian cancer affects women of all ages and backgrounds – women who are mothers, daughters, sisters, grandmothers, community members, and valued friends; and
- WHEREAS,** the American Cancer Society estimates that 19,880 women will be diagnosed with ovarian cancer in 2022, and that 12,810 women will die from this disease; and
- WHEREAS,** a woman's risk of getting ovarian cancer during her lifetime is about 1 in 78 and her lifetime chance of dying from ovarian cancer is about 1 in 108; and
- WHEREAS,** the five-year survival rate of woman diagnosed with ovarian cancer is 47%; and
- WHEREAS,** women who are middle aged or older, who have a family history of ovarian or breast cancer, or have had certain cancers in the past are at increased risk of developing ovarian cancer; and
- WHEREAS,** it is critical that scientists and doctors accelerate research into ovarian cancer while continuing to work on prevention, treatment, and a cure; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September, 2022 as

Ovarian Cancer Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.

A stylized, cursive signature of Katie Rosenberg in black ink, with a large flourish extending from the bottom right.

Katie Rosenberg
Mayor, City of Wausau
August 31, 2022



It's where you belong!

Five-Year Strategic Plan | 2022-2027



TABLE OF CONTENTS

Mayor's Message	3
Mission Vision Motto Core Values	4
Strategic Priorities	
Thriving Economy	6
Innovative Public Services	8
Cohesive and Connected Culture	10
Fun and Vibrant Community	12
Strong Regional Alliances	14
Appendix	16
Acknowledgements	20

MAYOR'S MESSAGE



I am proud to present the City of Wausau Five-Year Strategic Plan for 2022-2027. This plan is an aspirational endeavor for the future of Wausau and an essential look at understanding who we are, who we want to be and how to get there. Its success depends on all of us working together – City Council, City staff, and our residents and businesses – to implement the plan, report and evaluate its progress and make adjustments to continue moving the City of Wausau forward.

This Strategic Plan is the result of a collaborative process that engaged our community. We invited you, our residents and businesses, to let us know how we are doing, to share your ideas and to envision the future of Wausau. We reached out to a wide array of community stakeholders and organizations, as well as our own advisory boards and commissions and city staff. Through our collective efforts we fine-tuned our mission and core values, created a vision and set strategic goals and objectives for the City of Wausau.

I would like to thank the Strategic Planning Steering committee for their support and leadership in this process and members of the City's leadership team for their thoughtful and conscientious contributions to this planning.

Our City Council and staff are determined, dedicated and ready to put in this plan into action while keeping our residents' input and direction at the center of the decision-making process. This is an exciting time for Wausau as we build upon our successes and, together, lead our community to an even better future.

Katie Rosenberg

Mayor

MISSION | VISION | MOTTO

Mission Statement

Enhance our community's quality of life
and foster a sense of belonging
for generations to come.

Vision Statement

Wausau is a fun, vibrant, and highly
connected community providing diverse
and accessible social, arts, cultural and
outdoor recreational experiences and a
thriving economy where everyone has
the opportunity to achieve
success and happiness.

Motto/Tag Line

Welcome Home to Wausau...
It's where you belong

CORE VALUES



Professionalism

We are solution-oriented and work collaboratively to deliver service at the highest standards every time, in every situation.

Accountability

We accept responsibility and take ownership for our actions.

Integrity

We act ethically, honestly, and lead by example by having our actions reflect our word.

Respect

We strive to seek understanding and treat everyone equitably and with compassion.

Innovation

We consciously strive to be thought-leaders and creative in seeking opportunities to improve our service delivery

THRIVING ECONOMY

Strategic Goal

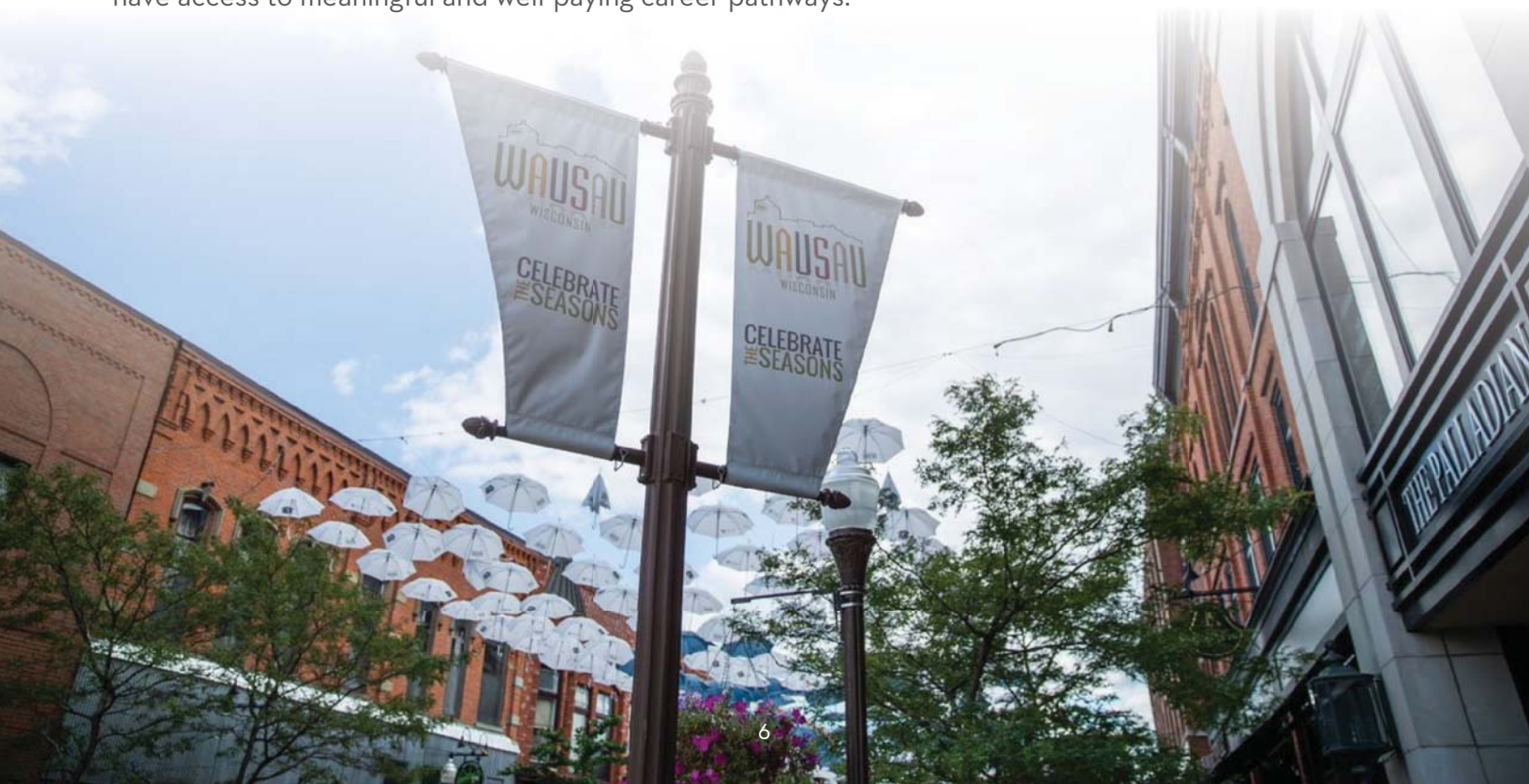
Develop strategies and services to support existing business and workers and attract and retain a skilled workforce and innovative businesses.

Current State

Like many communities across the U.S. businesses are still trying to determine how to fit into the post-COVID economy. Rising inflation and supply chain issues are affecting every aspect of life for residents and businesses. At the same time, Wausau is experiencing record levels of new construction that will have a positive impact on the City's revenue. The City has continued its strategic focus on diversifying the housing options available in the community, expanding manufacturing jobs in the Wausau business campus, and partnering with Marathon County Development Corporation (MCDEVCO) to facilitate gap financing needed by businesses.

Future State

Wausau will work in concert with businesses and other governments in the region to form a cooperative ecosystem in which mutuality reinforcing government and private sector activities contribute to a vibrant community by leveraging the city's strengths in the competitive industry sectors. Wausau will achieve a reputation as an outstanding place to do business, powered by a community-reflecting workforce that is well-supported with diversified housing choices, affordable homeownership opportunities and services that allow workers to fully participate in their career or job of choice and advance their prosperity and standard of living. Wausau's pro-business brand and reputation for entrepreneurship will become a magnet for innovation. Wausau employers will have access to a skilled and developed workforce and workers will have access to meaningful and well-paying career pathways.



Objectives

1. Optimize room tax revenue investment to contribute to our thriving economy.
2. Develop human resources to maintain a quality workforce.
3. Highlight our strengths such as health care, agriculture, local businesses, and tourism to build community pride and recognition of community assets.
4. Partner to create wraparound services (childcare, transportation, etc.) for workforce development.
5. Continue to collaborate with businesses to create new and improved existing housing stock.

Performance Measures

- Increase in number and type of workforce supports
- % increase in housing units created
- % increase in housing units improved
- % increase in residents who agree the City is doing a good job in helping to create a thriving business environment and economy (community survey – establish baseline and trend over time)



INNOVATIVE PUBLIC SERVICES

Strategic Goal

Create and implement practices, policies, and procedures to enhance and optimize public services for our community.

Current State

In recent years the City has placed a premium on innovation, with department leadership empowering employees to look for ways to improve and modernize the processes and systems that are used to provide services and programming to the community. Even with this positive thrust the City is still recovering from the Great Recession of 2008 and is now grappling with the impacts of the Great Resignation and the massive re-location that occurred during the pandemic. The City is challenged with finding adequate staffing to fill vacancies and retaining skilled employees in an increasing competitive job market.

Future State

The City delivers exceptional service by working to understand the challenges facing customers, residents and community and incorporating sustainability and resiliency into the core functions of all City departments. City staff are innovative problem-solvers and continuously improve their work processes and practices so City departments can respond rapidly to changing customer needs and demands. The City provides an environment where employees feel engaged and encouraged and have opportunities for growth. Staff and managers have effective tools and templates to work efficiently and operating processes and procedures are designed to focus on what customer's value to the City delivers the right services when and where needed. As part of the City's efforts to maintain its workforce the City has created a focus on professional development that increases the engagement of employees at all levels and results in employees who stay with the City, preserving institutional knowledge.



Objectives

1. Implement creative strategies for service delivery to meet the needs and expectations of our changing community.
2. Attract and retain a City excellent workforce to maintain and increase public service.
3. Maintain and enhance City support at public activities/events so that those events remain safe and efficient.
4. Invest in solutions to ensure environmental sustainability for generations to come.
5. Streamline City processes so new and/or existing businesses operating in Wausau have a set of clear expectations.

Performance Measures

- % increase in business that feel the quality of services provided to businesses by the City meets or exceed their expectations (business survey – establish baseline and trend over time)
- Employee retention rate (tracked annually and trended over time)
- % increase in residents who safe and welcomed at community events (community survey – establish baseline and trend over time)
- % increase in residents who agree that the City is doing a good job of creating a healthy natural environment that sustains the community for current and future generations (establish baseline and trend over time)
- Identify sustainability goals and develop a plan to achieve them (for example: reduction in City facility energy usage, landfill diversion rate, water usage per capita)



COHESIVE AND CONNECTED CULTURE

Strategic Goal

Foster a community culture that embraces diversity and inclusivity so that all who live in and visit Wausau feel welcomed.

Current State

After Wausau and Marathon County made national headlines in May of 2021 when the County Board voted down a resolution embracing diversity, the City has embraced a leadership role in tirelessly promoting Wausau as a “community for all.” The City Council passed the “We Are Wausau” resolution to acknowledge that people’s differences are not consistently respected and to express the determination to move above and beyond all forms of bias and exclusion. With this resolution the City acknowledged there are policies and practices that have created barriers that disproportionately affect refugees and other marginalized segments of the community and that more work is needed to counteract racism and create more opportunity for community members who are under-served or adversely affected by practices that are not equitable.

Future State

Wausau’s communications and community engagement activities and events are welcoming, accessible and culturally responsive. Community members feel welcome and heard and the City uses the input and feedback we receive from the community’s diverse voices in our planning and decision-making. City programs and services protect Wausau’s vulnerable residents, populations and neighborhoods and a mix of amenities are available that are inviting and interesting to all communities that call Wausau home.



Objectives

1. Create a capable, accessible, and reliable communication system in the community to foster transparency and involvement.
2. Market the fun and vibrant social, cultural, and natural recreation opportunities in our community so that people feel a sense of belonging.
3. Create and support innovative programs to better connect newcomers to Wausau to their community.
4. Create innovative shared services with our partner communities resulting in greater regional success and efficiency.

Performance Measures

- Satisfaction of Wausau newcomers with their life in the community (survey on arrival and one year later)
- A multi-channel system for communicating with the community is in place
- A marketing strategy to promote social, cultural and recreational opportunities has been created and implemented
- % increase in resident satisfaction with City communication and engagement (community survey – establish baseline and trend over time)
- % increase in residents overall trust in City government (community survey – establish baseline and trend over time)
- % increase in residents satisfaction with City-sponsored events and activities (community survey – establish baseline and trend over time)



FUN AND VIBRANT COMMUNITY

Strategic Goal

Cultivate and promote the social, cultural, arts, and natural recreation opportunities in our community.

Current State

The City continues to support a rich array of programming and recreational opportunities throughout the community, including over 350 acres of park lands and trails, sponsorship of events in the River District and use of the city's room tax revenue and Community Development Block Grant (CDBG) funds to support events and programming provided by Wausau's community-based organizations. Historic landmarks, the arts and art related events are key cultural resources for Wausau with performing arts, galleries, museums and public art all serving as a hub for people in Central Wisconsin to enjoy. The City and its residents are interested in creating more opportunities to nurture a stronger and more cohesive community, embracing diversity and social interaction and ensuring that a physical and cultural environment with ample gathering places and community-wide events exists to foster these qualities. The City is committed to the goal of continually improving downtown by promoting it as tourist destination, a neighborhood for urban residents and a center of commercial activity. Recent improvements in streetscapes, walkability and parking availability will meet the needs of downtown residents, businesses, and visitors alike.

Future State

Wausau is a cohesive and connected community that considers all cultural, racial and socio-economic factors in order to provide access and opportunities to diverse residents and businesses. The city is a lively, inviting and welcoming designation for residents and visitors alike. Downtown is characterized by attractive buildings and a vibrant street life with interesting places to shop, dine, connect and recreate. These amenities are intentionally inviting to all of Wausau's various communities. Downtown is a place that offers diverse housing options and fosters creative, flexible work environments, business innovation and the arts. Wausau's well-maintained and improved parks and open spaces provide accessible opportunities for everyone in the community to enjoy trails, parks and an active, healthy lifestyle.



Objectives

1. Cultivate continued opportunities for growth in recreation and quality of life offerings from the City to foster economic diversity and community inclusivity.
2. Support diverse community activities that attract participation and understanding of Wausau's history, recreational activities and culture.
3. Deliberately encourage and incentivize the mall redevelopment so that a vibrant downtown is created.
4. Create a destination development plan so that room tax is optimized and the City draws tourists and new residents.
5. Deliberately develop the Riverlife area to better connect the community.

Performance Measures

- % increase in residents who feel welcomed and included in the community (community survey – establish baseline and trend over time)
- Continue to develop the River Edge Trail and complete the West Side Trail in 5 years
- Re-examine the City's special event permits and policies to establish the amount of support and a set of criteria for types of events
- Use the Comprehensive Outdoor Recreation. Plan (CORP) to evaluate the City's 37 parks for its offerings of economic diversity and community inclusivity. (Progress: Evaluate 3-4 parks per year)



STRONG REGIONAL ALLIANCES

Strategic Goal

Organize and lead a regional collaboration with local municipalities to create a common message and destination plan for Wausau and the region.

Current State

While there is renewed interest and effort to collaborate on tourism and mental health services across municipalities in within Marathon County, regional communication and collaboration has been poor historically. Communities within the County have competed against each other for businesses and they market themselves individually rather than as an entire region, and there is no cohesive approach to economic development and marketing. Residents in Wausau are demanding increased transit from MetroRide, and it has been difficult to achieve the level of cooperation that would allow expansion of bus routes and schedules within the city and the towns immediately outside the city's boundaries.

Future State

Wausau will strengthen and expand its cooperative activities with all governments in the region, resulting in an open spirit of cooperation with other cities and the county, increased levels of service to Wausau residents and a cooperative approach to expanding, retaining, and recruiting new businesses and industries to the area. MetroRide services are expanded, serving the needs of Wausau and the surrounding towns and villages. The communities in the region work together to promote sustainable practices that protect our natural environment to ensure a sustainable legacy for future generations and mitigate the impacts of climate change. Residents will regard the natural environment as one of Wausau's most valuable and defining characteristics and visitors will enjoy the ease of access and proximity to natural areas and the community's many recreational opportunities.



Objectives

1. Create and lead a municipal regional coalition so that resources are optimized.
2. Explore the development of regional collaboration so a regional identity is established and a common shared vision and message is established and used.
3. Host waterfront activities such as parties and events to showcase regional unity through a natural resource.
4. Support and lead in green and eco-friendly efforts and initiatives for a cleaner, healthier, and sustainable environment.
5. Develop a plan for economic alignment for the region to build a skilled and available workforce.

Performance Measures

- Number and type of regional initiatives and partnerships with shared resources
- Regional branding and identity plan is completed and implementation progress is measured
- Increase in waterfront activities offered



AGE-FRIENDLY COMMUNITY PLAN

Letter from the Mayor

Wausau has embarked on a community-wide journey to make our city an even better place for residents of all ages and abilities. As the population of 65 years or older continues to increase in our region, we want to ensure that our community's older adults remain in their neighborhoods, living independently and with access to services, amenities and opportunities for community engagement. We are in the process of assessing our community, engaging with residents across the city and in our neighborhoods to learn more about their daily concerns and challenges. As we learn more, we will update our citywide Strategic Plan, as well as this companion Age-Friendly Community Plan to reflect the new information we receive. In the meantime, we intend to pursue age-friendly strategies within the goals and objectives of the Strategic Plan. These age-friendly components are captured here in this companion plan.

Our work going forward includes engaging with our city departments in incorporating an aging lens into all of our daily planning, programming, and services. We will look at our public spaces, buildings and parks to ensure they are meeting the needs of everyone. We will look at our restaurants, shops, museums and other entertainment venues to pave the way for inclusive entertainment. Working with employers, we will empower our older workers, strengthening the entire workforce by creating intentional cross-generational connections and mentorship. I invite you to join us as an advocate, ambassador or volunteer. Together, we will continue working with our community's older adults to honor and respect them and help to ensure for them an active, safe and healthy lifestyle.

Sincerely,

Katie Rosenberg



Introduction to Age-Friendly Communities

As the U.S. population ages and people stay healthy and active longer, communities must adapt. The American Association of Retired Persons (AARP) Network of Age-Friendly Communities helps participating communities become great places for all ages by adopting such features as safe, walkable streets; better housing and transportation options; access to key services; and opportunities for residents to participate in community activities. Well-designed, livable communities promote health and sustain economic growth, and they make for happier, healthier residents – of all ages.

AARP has identified 8 Domains of Livability – features that impact the well-being of older adults – that help make communities more livable for people of all ages. The following are the 8 Domains of Livability and their descriptions:

- 1. Outdoor Spaces and Buildings:** People need public places to gather – indoors and out. Green spaces, seating and accessible buildings (elevators, zero-step entrances, staircases with railings) can be used and enjoyed by people of all ages.
- 2. Transportation:** Driving shouldn't be the only way to get around. Pedestrians need sidewalks and safe, crossable streets. Dedicated bicycle lanes benefit non-drivers and drivers alike. Public transit options can range from the large-scale (trains, buses, light rail) to the small (taxis, shuttles or ride share services).
- 3. Housing:** AARP surveys consistently find that the vast majority of older adults want to reside in their current home or community for as long as possible. Doing so is possible if a home is designed or modified for aging in place, or if a community has housing options that are suitable for differing incomes, ages and life stages.
- 4. Social Participation:** Regardless of a person's age, loneliness is often as debilitating a health condition as having a chronic illness or disease. Sadness and isolation can be combated by having opportunities to socialize and the availability of accessible, affordable and fun social activities.
- 5. Respect and Social Inclusion:** Everyone wants to feel valued. Intergenerational gatherings and activities are a great way for young and older people to learn from one another, honor what each has to offer and, at the same time, feel good about themselves.
- 6. Work and Civic Engagement:** Work does not need to be an all or nothing experience. An age-friendly community encourages older people to be actively engaged in community life and has opportunities for residents to work for pay or volunteer their skills.
- 7. Communication and Information:** We now communicate in ways few could have imagined a decade ago. Age-friendly communities recognize that information needs to be shared through a variety of methods since not everyone is tech-savvy, and not everyone has a smartphone or home-based access to the internet.
- 8. Community and Health Services:** At some point, every person of every age gets hurt, becomes ill or simply needs some help. While it's important that assistance and care be available nearby, it's essential that residents are able to access and afford the services required.

AGE-FRIENDLY COMMUNITY PLAN

Wausau's Age-Friendly Profile

The population over 65 years of age is typically entering retirement and requires services like accessibility to healthcare, senior facilities, universal housing and variety of transportation options to access services and programs. Wausau's population of 65 years or older increased from 15% of the total population in 2010 to 17% in 2020. While that is not significant growth, Marathon County's population of 65 years or older has increased by 30% over the last three decades and the state experienced a similar trend of 25% over 30 years. Although Wausau does not match the county and state trends in growth of this population cohort, the city has a higher percentage of population over 65 years of age than the rest of the region or the state. As members of the baby boomer generation continue to retire at a rapid pace, the need for an age-friendly approach to community living will be more important than ever.

Age-Friendly Community Vision and Values

Vision

In Wausau all residents can remain and thrive as they age and be a powerful resource in making our city a better, stronger, more inclusive community for everyone. Age-friendly means a place that is vibrant and livable for all ages, where daily life is healthy, safe and comfortable, people are well connected via transportation options, communication methods and plentiful social activities, and the community is enriched by the creation of intergenerational relationships.

Values

- Everyone is respected and included, regardless of cultural or religious background, language, sexual orientation, gender identity or gender expression, ability, socioeconomic status or geographic location.
- Age- and ability-friendly business development will have a positive effect on the community's economy.
- Residents of all ages, abilities, races or ethnicities, and socioeconomic statuses are involved in deciding priorities, shaping actions and bringing about change.
- Age-friendly environments and communities benefit all age groups.
- We will utilize, whenever possible, existing services and/or help to expand our capacity and new services will be created only when needed services are not available.

Age-Friendly Action Plan

The City will focus its initial efforts in the following Age-Friendly Domains:

Outdoor Spaces and Buildings

- Complete the expansion of the city's RiverWalk trail along the Wisconsin River in a manner that is totally accessible.

Transportation

- Support and advocate through the City's Bike and Pedestrian Committee alternative transportation with a heavy emphasis on bike paths and lanes and sidewalk improvements.
- Implement the City's Economic Development Committee resolution for more off-road trails and paths by applying for a transportation grant to implement these improvements.

Housing

- Expand living options for seniors by converting Riverside Terrace – an assisted living facility without a waiting list and full occupancy – to elder living where residents can hire their own in-home health providers.

Social Participation

- Continue to support The Landing senior center at the Wausau Woodson YMCA.
- Continue to support and connect the activities of the Aging and Disability Resource Connection, Optimists, Rotary, Elks, Golden Kiwanis and other services clubs that play a central role in connecting and engaging seniors in social activities.



ACKNOWLEDGEMENTS

This strategic plan is the result of the combined efforts of our City's residents, elected officials, employees and stakeholders. The City of Wausau would like to thank all those who participated in the months-long process of providing knowledge and insights. The City also expresses gratitude to the BerryDunn consulting team for providing direction and expertise throughout the various stages of the process and to Faithful Consulting for providing expert engagement of Wausau's Hmong community.

Strategic Planning Steering Committee

Katie Rosenberg, Mayor

Benjamin Bliven, Police Chief

Liz Brodek, Development Director

Ken Day, Community member

Jean Frankel, Executive Assistance to the Mayor

Leah Giordano, Library Director, Marathon County

Mary Anne Groat, Finance Director

Luis Melendez, Business Owner

Tim Van de Yacht, Community Member

Sarah Watson, Alderperson, 8th District

Meilyn Xiong, Business Owner

BerryDunn Consulting Team

Jonathon Grace, Principal

Michelle Kennedy, Project Manager

Charline Kirongozi, Facilitator

Faithful Consulting

Yenyee Lor, President



OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, July 12 2022, in Council Chambers, beginning at 6:30 p.m.,
Mayor Rosenberg presiding.

Roll Call

7/12/2022

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Presentation: Mall Redevelopment Update Video Available: <https://www.youtube.com/watch?v=00kmVkJgcek>

Liz Brodek, Community Development Director, provided a brief overview of what was taking place behind the scenes. She clarified WOZ (Wausau Opportunity Zone) is the owner of the of the mall site and selected T. Wall Enterprises as the developer for first two phases of the site only. She noted T. Wall established a new LLC for the project called The Foundry on 3rd Development LLC, which will be listed as the developer in the development agreement. (*Information can also be found in the meeting packet online.*) Mayor Rosenberg indicated they would set up a Committee of the Whole meeting to discuss the project in greater detail since there is a lot of public interest and questions.

Public Comment for pre-registered citizens for matters appearing on the agenda and other public comment:

None

Consent Agenda

7/12/2022

Motion by Watson, second by Larson to adopt all the items on the Consent Agenda as follows:

Doug Diny requested the minutes of the previous meeting be pulled off consent for a correction.

22-0704 Resolution of the Capital Improvements & Street Maintenance Committee Authorizing a public hearing to amend the Official City Map to establish the new exterior lines of the realignment of 28th Avenue from Hilltop Avenue to West Wausau Avenue

22-0706 Resolution of the Plan Commission Amending the General Development Plan at 111 North Bellis Street to allow for an institutional residential facility, in a PUD, Planned Unit Development Zoning District

22-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated

03-0311 Resolution of the Wausau Water Works Commission – Wastewater Division Reviewing the 2021 Compliance Maintenance Annual Report for the Wastewater Plant.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0601 Amend

7/12/2022

Motion by Diny, second by Kilian to amend the minutes of the previous meeting on 6/14/2022 to add the summary provided by City Assessor Rick Rubow of valuation data for 180 E Wausau Avenue.

Lisa Rasmussen requested that it be an accurate depiction of what was actually said at the meeting that day.

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	NO

2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Henke, Chad	YES

22-0601

7/12/2022

Motion by Henke, second by Rasmussen to approve the minutes as amended on Council floor.

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	NO
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Henke, Chad	YES

22-0703

7/12/2022

Motion by Watson, second by Herbst to confirm the Mayor's Appointments of Jon Schroeder and Edward Jay Coldwell to the Sustainability, Energy and Environment Committee.

Yes Votes: 11 No Votes: 0 Result: PASS

03-1005

7/12/2022

Motion by Watson, second by Henke to adopt the Resolution from the Economic Development Committee Approving Fifth Amendment to Development Agreement with Entrepreneurial and Education Center Inc.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109B

7/12/2022

Motion by Rasmussen, second by Watson to adopt the Resolution from the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Community Partners Campus.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109C

7/12/2022

Motion by Diny, second by Lukens to adopt the Resolution from the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Wastewater Screening Improvements.

Yes Votes: 10 No Votes: 1 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES

7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

21-1109D

7/12/2022

Motion by Herbst, second by Lukens to adopt the Resolution from the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Storm water Lift Station Rehabilitation Project.

Yes Votes: 10 No Votes: 1 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

21-1109E to Refer Back

7/12/2022

Motion by Watson, second by Lukens to refer the Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Homebuyer Education Counseling and Closing Assistance - back to the Finance Committee.

Becky McElhaney indicated she did not support this because although it is a very good program, she felt this strayed away from using ARPA funds to touch as many people as possible. She stated this project is for a very narrow scope of people, but there is a water issue to solve that has a big gap and is number one in our community. The water issue and the water rates touch every person in the city. She reiterated this project was a good project but was concerned we were nickel and diming the ARPA funds away.

Lisa Rasmussen commented one of our goals is to help low to moderate income residents find sustainable long-term housing solutions and that doesn't always mean renting. She felt people in the community trying to become homeowners need that education and assistance. She stated this is a relatively small request that can make an impact in the community.

Lengthy discussion continued and is available at: <https://www.youtube.com/watch?v=00kmVkJgcek>

Rasmussen suggested referring it back to the Finance Committee and they could put this program request on hold for now.

Vote to send back to committee:

Yes Votes: 10 No Votes: 1 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	NO
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

21-1109F

7/12/2022

Motion by Rasmussen, second by Martens to adopt the Resolution from the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Transit Fuel System Upgrade.

Yes Votes: 11 No Votes: 0 Result: PASS

03-1111

7/12/2022

Motion by Herbst, second by Lukens to adopt the Joint Resolution from the Human Resources & Finance Committees Authorizing a 2% general wage adjustment for non-represented employees effective July 24, 2022.

Yes Votes: 11 No Votes: 0 Result: PASS

12-0219

7/12/2022

Motion by Lukens, second by Herbst to adopt the Joint Resolution from the Human Resources & Finance Committees Approving Creation of Retirement Notice Incentive.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109

7/12/2022

Motion by Rasmussen, second by Herbst to adopt the Joint Resolution of the Human Resources & Finance Committees Approving Modification of the 2022 Budget for the Compensation Study.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0705 Lay on Table

7/12/2022

Motion by Diny, second by Larson to table the Ordinance of the Plan Commission Rezoning 520 North 1st Avenue from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed-Use Zoning District – until the next Council meeting.

Lisa Rasmussen indicated the City Assessor sent an email earlier this afternoon recommending against this particular zoning change, looking at the future taxable value of the site, assuming that it would perhaps become a parking lot or adjacent property that supports the Bridge Street Mission. She questioned what the discussion was at the Plan Commission.

Sarah Watson stated this new zoning option was suggested to give the opportunity to have mixed uses, but she believed the discussion at Plan Commission indicated parking was not preferred. Eric Lindman thought a parking lot in that area would require a conditional use.

Doug Diny felt if there was no urgency on this matter that staff review it and bring the Council more information.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0709

7/12/2022

Motion by Rasmussen, second b Henke to adopt the Resolution of Economic Development Committee approving the sale of a City-owned building and property at 180 E Wausau Avenue to Asch Properties, LLC with deed restrictions to establish a public indoor green space business.

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Suspend Rules7/12/2022

Motion by Watson, second by Lukens to Suspend Rule 6(B) Filing.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109G7/12/2022

Motion by Herbst, second by Watson to adopt the Resolution of the Finance Committee Approving Modification of the 2022 Budget - Parks Drinking Fountains.

Yes Votes: 11 No Votes: 0 Result: PASS

16-07047/12/2022

Motion by Rasmussen, second by Watson to adopt the Resolution of the Finance Committee Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement.

Yes Votes: 11 No Votes: 0 Result: PASS

22-07077/12/2022

Motion by Lukens, second by Herbst, to adopt the Resolution of the Finance Committee Approving 2022 State Operating Assistance Grant Agreement - Metro Ride.

Yes Votes: 11 No Votes: 0 Result: PASS

22-07087/12/2022

Motion by Lukens, second by Watson to adopt the Resolution of the Finance Committee Approving 2022 State Paratransit Supplemental Aid Grant Agreement.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions

None

Adjournment7/12/2022

Motion by Herbst, second by Larson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:30 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving Agreement for the Management and Maintenance of a Stormwater Facility (Badger Liquor Co. Inc. – 9913 Innovation Way)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 22-0106

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes	☒	No	☐	
	Included in Budget:	Yes	☐	No	☐	Budget Source:
	One-time Costs:	Yes	☐	No	☐	Amount:
	Recurring Costs:	Yes	☐	No	☐	Amount:
SOURCE	Fee Financed:	Yes	☐	No	☐	Amount:
	Grant Financed:	Yes	☐	No	☐	Amount:
	Debt Financed:	Yes	☐	No	☐	Amount Annual Retirement
	TID Financed:	Yes	☐	No	☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐					

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee met on July 14, 2022 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Badger Liquor Co. Inc., for stormwater facilities on their property at 9913 Innovation Way; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the Agreement, a copy of which is attached hereto and incorporated herein by reference, and the City Clerk is hereby instructed to have the agreement recorded in the office of the Marathon County Register of Deeds.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 14, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Dustin Kraege, Lori Wunsch

CONSENT AGENDA

A. Approve minutes of the June 9, 2022 meeting

B. Action on Stormwater Maintenance Agreement with Badger Liquor Co. Inc. at 9913 Innovation Way

Gisselman moved to approve the consent agenda items. Diny seconded and the motion carried unanimously 5-0.

AGENDA ITEM

Action on Stormwater Maintenance Agreement with Badger Liquor Co. Inc. at 9913 Innovation Way

BACKGROUND

Badger Liquor Co. Inc. is proposing to build a distribution center at 9913 Innovation Way. The proposed development will consist of a new building, driveways, parking lot, landscaping, and stormwater facilities. The existing site is currently 4.73 undeveloped acres, and the proposed facilities will total approximately 2.54 impervious acres. The stormwater will be collected and directed to the city owned retention pond via open channel flow to the west.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The attached maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

Document No.	AGREEMENT Document Title
AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY THIS AGREEMENT made this <u>2nd</u> day of <u>June</u>, 20<u>22</u>, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and _____ Badger Liquor Co. Inc., a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER"; WITNESSETH: WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and	
Recording Area	
Name and Return Address City of Wausau Engineering Dept. 407 Grant Street Wausau, WI 54403	
PIN: 219129062630981	

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By:

Lindsey Pearson, COO

By: _____

CITY OF WAUSAU:

By: _____

Katie Rosenberg, Mayor

By: _____

Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 2nd day of June, 2022, the above-named Lindsey Pearson and _____ of Badger Liquor Co., Inc., to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

AMY L SCHINGEN
Notary Public
State of Wisconsin

Amy L. Schingen
Notary Public, Wisconsin
My commission: July 11, 2023

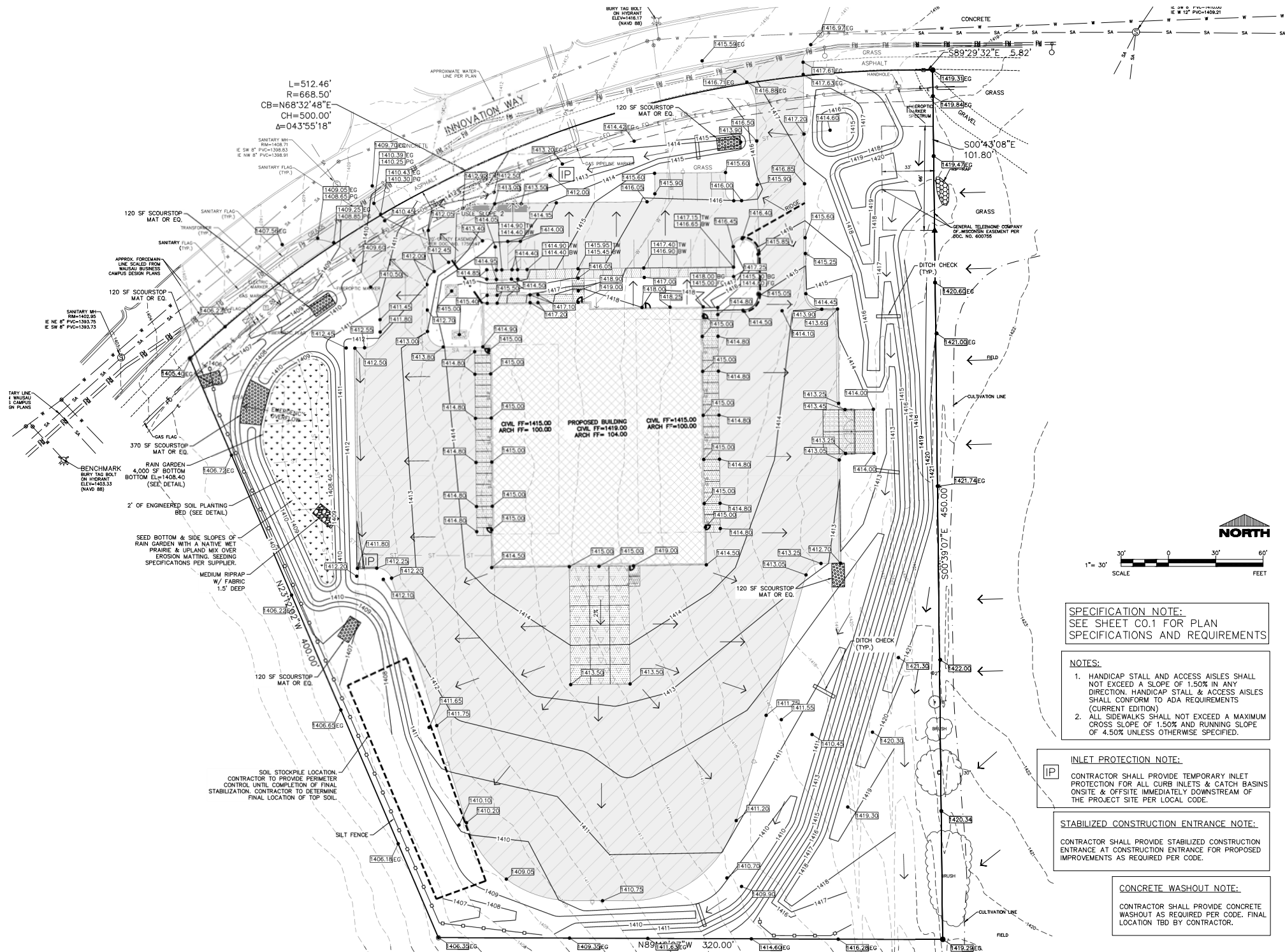
STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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: _____

NOT FOR CONSTRUCTION

EXHIBIT A



CIVIL GRADING AND EROSION CONTROL PLAN

EXHIBIT B

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES

FOR

Badger Liquor Wausau
9913 Innovation Way
Wausau, WI 54401

SEC 26-29-06 PT OF W 1/2 SW 1/4 - LOT 1 CSM #19168 DOC #1854227

The Land Owner, Badger Liquor Co., Inc., their successors, and assigns, shall inspect and maintain the following structural and/or non-structural storm water treatment measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, typically spring and fall, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the storm water facilities depicted in **Exhibit A**.

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.
2. STORM SEWER PIPES AND STRUCTURES: Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
3. RIPRAP: Inspect riprap and repair/replace as needed to protect from erosion and maintain function of riprap.
4. MOWING: Mow pond side slopes, swales, and embankments to promote aesthetics and control weed growth and establishment of woody vegetation. Do not allow brush to accumulate or woody vegetation to grow within swales or ponds.
5. SWALES: Maintain free-drainage within the drainage swales on the site. This will likely be accomplished with mowing and debris removal. Repair and ruts, depressions or erosion occurring in the swales.
6. SEDIMENTATION: Remove accumulated sediment from the swales and/or ponds once the sediment interferes with functionality.
7. BIORETENTION PLANTING TREATMENTS: Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this. Replace or restore hardwood mulch within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.
8. RAIN GARDEN ENGINEERED SOIL MIX: Following rainfall events, verify the ability for the bioretention facilities to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings may be salvaged and replanted if work is done during spring or fall.
9. INFILTRATION PONDS: Immediately after rainfall events, verify the ability for the infiltration ponds to drain. If standing surface water is still observed within the facility following a typical rainfall event and 72 hours of subsequent dry weather, the bottom soils may need to be loosened or removed and replaced with sand to restore the infiltration rate. Pumping operations shall be employed to dewater as needed for maintenance activity.
10. SIDE SLOPES AND EMBANKMENTS: Inspect embankments and side slopes on the site for settlement and sloughing. Repair as required.
11. SNOW PLOWING: Do not stockpile additional snow within the bioretention ponds, infiltration ponds or swales as this will cause premature failure of the device due to compaction and added sediment.

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

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

Approving State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street

Committee Action: Approved 5-0

Fiscal Impact: This is a cost share for which the City is responsible for 25% of design costs, estimated to be \$58,500.

File Number: 22-0804

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: During design & construction billing by DOT</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, 18th Street is a two-lane urban roadway with on-street parking; and

WHEREAS, the existing pavement has deteriorated and is reaching the end of its service life, and the existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards; and

WHEREAS, the proposed project includes replacement of the existing pavement, upgrades of crosswalk curb ramps, complete curb and gutter replacement in spot locations, and storm sewer repairs; and

WHEREAS, a State/Municipal agreement between the City and Wisconsin Department of Transportation must be executed; and

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 25 percent of the cost of the design, which is estimated at \$58,500; and

WHEREAS, the total project is estimated to be \$3,498,00, of which the City's share is estimated to be \$58,500; and

WHEREAS, the Capital Improvements and Street Maintenance Committee met on July 14, 2022 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to East Wausau Avenue from North 6th Street to North 18th Street.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 14, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Dustin Kraege, Lori Wunsch

Discussion and possible action on State/Municipal Agreement regarding East Wausau Avenue from North 6th Street to North 18th Street

Rasmussen moved to approve. Seconded by Gisselman.

Larson asked when this project would be completed. Wesolowski said it is on the State's 7-year program. Typically, it takes a minimum of 3 years by the time a consultant is selected and design completed. Larson said the street needs it. Wesolowski feels this is good news as staff has been requesting this for a while and the State finally agreed. This is the street Wesolowski gets the most complaints about.

Larson questioned the \$58,500 for design costs and thought this was taken care of by the State. Wesolowski explained all construction costs are covered by the State, other than sewer and water. Typically, the City is responsible for 25% of engineering costs for connecting highways. Larson asked if sewer and water costs would come back at a future date for funding. Wesolowski responded that sewer and water costs would be included in a future budget.

Diny asked if sewer and water replacement is a given or if the road work could be done without it. Per Lindman, when we know the year construction will take place, sewer and water will be budgeted for within the utility. The utilities do need to be replaced.

Gisselman has been hearing complaints about this road and feels the district will be glad to hear it is on the horizon. He questioned why it stops at 6th Street. Wesolowski indicated that 5th Street is newer concrete pavement and in good shape. Gisselman has also received complaints about the island in front of Athletic Park.

There being a motion and a second, motion to approved carried unanimously 5-0.

AGENDA ITEM

Discussion and possible action on State/Municipal Agreement regarding East Wausau Avenue from North 6th Street to North 18th Street

BACKGROUND

East Wausau Avenue from 6th Street to 18th Street is part of STH 52, a connecting highway within the City limits. Because it is a connecting highway, the WDOT is responsible for the reconstruction cost of the roadway. City staff recently met with the WDOT and encouraged them to look at this segment of STH 52 and consider reconstruction. The WDOT has agreed the roadway is in very poor condition and has programed this segment of roadway for reconstruction. The first step in this process is to establish a State/Municipal Agreement. This agreement is attached. As part of this agreement, the City is responsible for 25% of the design costs, estimated to be \$58,500.

FISCAL IMPACT

The City would be responsible for 25% of the design costs or an estimated \$58,500.

STAFF RECOMMENDATION

Staff recommends approval.

Staff contact: Allen Wesolowski 715-261-6762



STATE/MUNICIPAL FINANCIAL AGREEMENT

Date: June 13, 2022
I.D.: 6999-00-01, 23, & 71
Road Name: STH 52
Title: C Wausau, East Wausau Avenue
Limits: N 6th Street to N 18th Street
County: Marathon
Roadway Length: 1.0 miles

The signatory **city of Wausau**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: East Wausau Avenue is a two- lane urban roadway with on-street parking located within the connecting street limits in the city of Wausau. The existing pavement has deteriorated and is reaching the end of its service life. The existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards.

Proposed Improvement - Nature of work: The proposed improvement is a pavement replacement. Work consists of removing and replacing the existing pavement. The project will also upgrade cross walk curb ramps, complete curb and gutter replacement in spot locations, and storm sewer repairs.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 3 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
6999-00-01 ² Preliminary Engineering:	\$ 234,000	\$ 175,500	75%	\$ 58,500	25%
6999-00-23 ² Real Estate Acquisition:	\$ 30,000	\$ 30,000	100%	\$ -	0%
6999-00-71 ¹ Construction:					
² Roadway (cat 0010)	\$ 3,234,000	\$ 3,234,000	100%	\$ -	0%
Subtotal:	\$ 3,234,000	\$ 3,234,000		\$ -	
Non-Participating	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution	\$ 3,498,000	\$ 3,439,500		\$ 58,500	

¹Estimates include construction engineering

²See number 8 of Terms and Conditions

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 6); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Wausau (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Michael B. Wendt	Title WisDOT North Central Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

- (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:
- a) **Preliminary Engineering – 6999-00-01:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 75% and the Municipality is responsible for 25% of all design engineering costs necessary for State construction projects on a connecting highway.

- b) **Real Estate Acquisition – 6999-00-23:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for all costs associated with the acquisition of necessary real estate. However, it shall be the responsibility of the Municipality to provide all of the real estate work and payments necessary to acquire the rights, interests, and/or releases for this project.

When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisition related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual. Examples of some review and approval items are listed in the following table.

Contract services & fee for consultant services	Nominal Value approvals
Capability statement for consultant services	Administrative revisions
Appraisal reviews	Revised offers
Offering price approvals	Acquisition Stage Relocation Plan
Relocation computations	Revised relocation computations
Relocation claims	Sales Studies

The Municipality will be given a direct cash reimbursement for the approved real estate costs of this project. Reimbursement will be limited to one payment request for the total real estate expenditures when all real estate activities have been completed.

In order for the Municipality to receive reimbursement for acquiring the real estate, the State must be given copies of all the related documents for review and approval. The reimbursement will be based on detailed invoices and supporting documents provided by the Municipality to the State, which show actual expenditures.

Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the State for reimbursement.

Real Estate Remnant Parcels: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project, will be acquired by the Municipality. Such remnants or additional lands will not be considered for reimbursement of their acquisition costs and must be purchased with Municipal funds. Post project disposal and/or use of these remnants and additional lands will be at the sole discretion of the Municipality.

All municipal lands, owned by the Municipality being party to this agreement, required for this improvement project shall be dedicated/donated as right of way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands.

c) **Participating Construction – 6999-00-71:**

1. **Roadway Items (Category 010):** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% for the costs necessitated by the roadway project (grading, paving, etc.) unless otherwise noted in the sections below.

Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement driveways necessitated by roadway construction as follows: where there is no sidewalk, replacement in kind beyond the curb; where there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk. New driveways are not eligible for Federal/State funding.

Replacement Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement sidewalks costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

New Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction, required through WisDOT design process and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement.

If the new sidewalk is NOT required through WisDOT design process; the Municipality is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

Bicycle Accommodations: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of the costs for bicycle accommodations, where recommended by the State's Facility's Development Manual.

Replacement Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement lighting costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

Storm Sewers: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of costs necessary to construct a storm sewer system that accommodates roadway drainage, and surface water naturally flowing to the state trunk highway. The Municipality is responsible for 100% of the cost to over-size the storm sewer system to accommodate all additional local storm water caused by existing or future developments, and the Municipality agrees to pay these costs.

Parking Policy: In accordance with State statute 86.32(4), the Municipality is required to pay the actual construction costs and any associated costs (if applicable) of that part of the state trunk highway on which parking is permitted. The local cost share is the amount of the total project cost that represents the construction cost of the parking lane(s).

Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits.

- d) **Non-Participating Construction Local Utilities** : In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality is responsible for 100% of all costs associated with Municipal owned utilities or appurtenances, including but not limited to, new installation or alteration of sanitary sewer and water, including service connections. The Municipality is also responsible for 100% of all costs caused by changes to Municipal owned utilities related to other utilities (gas, electric, telephone, fire, or police alarm facilities, parking meters, irrigation systems and similar utilities).

Hazmat: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right of way, or participate in construction of a project that merits local involvement.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Grant Agreements for the Neighborhood Investment Fund Grant Program for the Community Partners Campus project in the amount of \$1,500,000.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-1105A

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	
	<i>One-time Costs:</i>	Yes ☐ No ☐	
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS, the Department of Administration has received funds from the United States Department of the Treasury pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) to be used for the purposes specified in the ARPA; and

WHEREAS, on August 24, 2021, Governor Tony Evers announced the launch of a \$200 million Neighborhood Investment Fund Grant Program providing grants to local and Tribal governments to help neighborhoods recover from negative effects of the COVID-19 pandemic with a particular focus on addressing the needs of residents living in communities disproportionately impacted by the pandemic; and

WHEREAS, The mission of Community Partners Campus (CPC) is to support other Wausau-area non-profit, human service organizations by creating a shared-space nonprofit center; and

WHEREAS, The City of Wausau submitted an application to Neighborhood Investment Fund Grant Program on behalf of the Community Partners Campus on November 10, 2021; and

WHEREAS, the State has approved a Grant Award to the City of Wausau and the Community Partners Campus in the amount of \$1,500,000; and

WHEREAS, the City will utilize Cooperative Agreements with subrecipients of ARPA funds in which the City is required to monitor and provide reporting on the use of ARPA funds.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized to execute the Grant Agreement with the State of Wisconsin and the Cooperative Agreement with Community Partners Campus for the Neighborhood Investment Fund Grant Program.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday July 26, 2022 @ 5:30 pm., Council Chambers

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

Members Excused: Carol Lukens

Others Present: Maryanne Groat, Emily Ley, Randy Fifrick, Ben Bliven, Eric Lindman, Katie Rosenberg, Tammy Stratz, Solomon King, Gary Gisselman

Discussion and possible action regarding approving grant agreements for Neighborhood Investment Fund Grant Program for Westside Battery Redevelopment project in the amount of \$1,750,000

Randy Fifrick explained these were funds that were above and beyond the city ARPA funds that were able to be obtained through a competitive process. The Governor announced last fall there would be \$200 million grant awards throughout the state, which ended up being approximately \$212 million. This will allow us to accept the state allocated dollars. The projects need to be completed by December 31, 2024.

Motion by Watson, second by Martens to approve the grant. Motion carried 4-0.

Discussion and possible action regarding approving grant agreements for Neighborhood Investment Fund Grant Program for Community Partners in the amount of \$1,500,000

Motion by Diny, second by Watson to approve. Motion carried 4-0.

GRANT AGREEMENT
STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
and
CITY OF WAUSAU
NEIGHBORHOOD INVESTMENT FUND GRANT PROGRAM

THIS GRANT AGREEMENT is made and entered into for the period March 3, 2021 through December 31, 2024 (“Performance Period”) by and between the Wisconsin Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and CITY OF WAUSAU (“Grantee”).

RECITALS

WHEREAS, the Department has received funds from the United States Department of the Treasury pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) to be used for the purposes specified in the ARPA; and

WHEREAS, on August 24, 2021 Governor Tony Evers announced the launch of a \$200 million Neighborhood Investment Fund Grant Program (“Program”) providing grants to local and Tribal governments to help neighborhoods recover from negative effects of the COVID-19 pandemic with a particular focus on addressing the needs of residents living in communities disproportionately impacted by the pandemic; and

WHEREAS, Governor Evers instructed the Department to utilize ARPA funds for the Program and to award grants to eligible applicants for eligible activities; and

WHEREAS, on behalf of the State, the Department administers the Program through its Division of Enterprise Operations (“Division”); and

WHEREAS, Grantee is an eligible applicant for participation in the Program; and

WHEREAS, it is the intention of the parties to this Grant Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved a Grant Award to Grantee in the amount set forth below;

NOW, THEREFORE, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

IN WITNESS WHEREOF, the Department and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties’ authorized representatives.

CITY OF WAUSAU

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

BY: _____
(signature)

NAME: _____
(print)

TITLE: _____

DATE: _____

PROJECT ID: ARPA-NIF-090

UEI #: _____

BY: _____
(signature)

NAME: _____

TITLE: _____

DATE: _____

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

The Department agrees to disburse to Grantee a total amount not to exceed \$ **1,500,000** (the “Grant Award”) to be used by Grantee solely for the purpose of paying for Eligible Expenses as defined in Article 5. The Department’s payment obligations to Grantee under this Grant Agreement shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee in periodic payments as set forth in Attachment C. The Department reserves the right to reduce the award amount to account for proposed expenditures that do not meet the requirements of ARPA, 2 C.F.R. Part 200 (Uniform Guidance) requirements or the intent of the Program.

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-I, constitute the complete agreement of the parties. The Attachments are as follows:

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Semi-Annual Report and Payment Request
- Attachment D – Source of Funds
- Attachment E – Method of Payment
- Attachment F – Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds
- Attachment G – Completed Grant Application
- Attachment H – Grant Announcement
- Attachment I – Additional Conditions

ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is March 3, 2021 through December 31, 2024, as defined on the first page of this Grant Agreement. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.

ARTICLE 4. AGREEMENT ADMINISTRATION

The Department employee who shall serve as the Department’s primary point of contact for purposes of administration of this Grant Agreement shall be Jana Steinmetz, Administrator, Division of Enterprise Operations, or such other person as the Department shall identify to Grantee in writing.

Grantee’s employee who shall serve as Grantee’s primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee’s interest regarding Grant Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

Each person signing this Grant Agreement on behalf of Grantee certifies and attests that Grantee’s respective Articles of Organization, Articles of Incorporation, By-Laws, Member’s Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the Department: Jana Steinmetz
Administrator, Division of Enterprise Operations
Department of Administration
E-mail: NeighborhoodInvestmentFundProgram@wisconsin.gov

To Grantee: Name:
Title:
Email:
Phone:

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

Grantee shall prepare and submit a Scope of Work for Grantee's project in the form of Attachment A and a Budget in the form of Attachment B. The Scope of Work shall set forth the major activities the Grantee will perform and the deliverables Grantee will provide for the project. The Budget shall set forth the amounts of the Grant Award that Grantee reasonably anticipates spending on various goods and services necessary to accomplish the tasks set forth in the Scope of Work. All amounts must be for Eligible Expenses as defined below.

"Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program.

All modifications to the Scope of Work or Budget must be submitted to the Department for approval, and may require a signed written amendment agreed to by both parties if required by Department policy. Reasonable modifications to the Scope of Work or Budget may be approved by the Department if the modified expenses comply with ARPA, 2 C.F.R. Part 200 (Uniform Guidance), and the requirements of this Article, and are consistent with the intent and scope of the Program. The Department reserves the right to disapprove any requested modifications to Grantee's Budget or Scope of Work. Modifications shall not result in the budget exceeding the Grant Award.

All expenses must meet the requirements of ARPA and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The Department reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or 2 C.F.R. Part 200 (Uniform Guidance).

Grantee shall hold the State harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by

the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the State or the federal government.

Grantee will return to the Department or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee according to the schedule set forth on Attachment C. Prior to receiving each advance of funds, Grantee shall provide to the Department a payment request and reporting form in accordance with Attachment C. The Department reserves the right to cease or revise payments of Grant Award funds or impose additional conditions, pursuant to Article 25 and Attachment I, in the event Grantee fails to report adequate progress toward achieving the activities outlined in Attachment A.

ARTICLE 7. METHOD OF PAYMENT

The method of payment is set forth in Attachment E.

Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Grant Agreement.

ARTICLE 8. REPORTING REQUIREMENTS

Grantee understands that the Department is required to submit quarterly and annual reports to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Department has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary.

Grantee's reporting obligations are further set forth in Attachment C, unless more frequent or enhanced reporting is required pursuant to Article 25 and Attachment I.

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

- a) Grantee's statements and representations in its grant application (Attachment G) are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement.
- b) All information disclosed by Grantee to the Department in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material

fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

- c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.
- d) Grantee has all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.
- e) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- f) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not listed on the Wisconsin Department of Transportation Listing of Debarred, Suspended and Ineligible Contractors.
- g) Grantee is not listed on the Wisconsin Department of Revenue Delinquent Taxpayer List.
- h) Grantee is not listed on the Department's Ineligible Vendors Directory.
- i) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.
- j) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.
- k) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the Department discovers that any of the above is false or misleading in any material respect Grantee shall return to the Department the entire amount of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The Department's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in the grant application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable Federal statutes, regulations, and the terms and conditions of this Grant Agreement and the federal award (as outlined in Attachment F).

Grantee must immediately disclose in writing to the Department all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(i) of this Grant Agreement.

Specifically, as further specified in Attachment F, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Awards estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by Grantee. Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall submit the plan to the Department of Administration, Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this Grant Agreement, or the withholding of funds.

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subrecipients, contractors, and beneficiaries, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 12.

ARTICLE 14. INTERNAL CONTROLS

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenditures pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source, including but not limited to other grant awards received from the State pursuant to ARPA or the Coronavirus Relief Fund. Additional requirements of Grantee’s financial management system are set forth in Article 16 below.

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. § 200.302, all other rules, regulations and requirements of the funding source described in Attachment D and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee’s chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by the Department.

Grantee’s financial management system shall further provide for the following:

- a) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must

include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

- b) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. §§ 200.328 and 200.329.
- c) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Comparison of expenditures with budget amounts for each Federal award.
- f) Written procedures to implement the internal control requirements of 2 CFR § 200.303.
- g) Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, subpart E, the terms and conditions of the Federal award and this Agreement.

ARTICLE 17. PROCUREMENT STANDARDS

Grantee shall maintain documented procurement procedures that conform to the procurement standards identified in 2 C.F.R. §§ 200.317 through 200.327. Grantee must maintain written standards of conduct governing procurement and the selection, award and administration of contracts that prohibit real or apparent conflicts of interest. No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

All costs incurred by Grantee and paid for with Grant Award funds must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of five (5) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using Grant Award funds.

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer

files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request.

ARTICLE 19. AUDIT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees, or their assignees, that expend more than \$750,000 of federal award funds in Grantee's fiscal year shall have a certified annual audit performed, pursuant to 2 C.F.R. § 200.501, utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, consistent with 2 C.F.R. Part 200 (Uniform Guidance) audit provisions, other than such provisions as the Treasury Department may determine are inapplicable to this Grant Award and subject to such exceptions that may be otherwise provided by Treasury Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Please review DOA's Single Audit Compliance Supplement for details on submission of the reporting package. <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>.

ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the Department, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the Department.

ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

Grantee shall be responsible for reimbursement to the Department for any disbursed funds which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 22. INDEMNIFICATION

In carrying out the provisions of this Grant Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third-parties to perform services or otherwise supply products or services.

Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Grant Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 23. SUBLET OR ASSIGNMENT OF AGREEMENT

Except for work expressly attributed to sub-recipients and partners in Grantee's grant application, Grantee, its agents, sub-recipients, and subcontractors shall not sublet or assign all or any part of the work under this Grant Agreement without prior written approval of the Department. The Department reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State and Department bear no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 24. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the State and the employer of such person or persons.

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 25. ADDITIONAL CONDITIONS

The Department may impose additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to Grantee, as set forth in Attachment I. The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

ARTICLE 26. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are not provided to the Department on a timely basis or if sufficient performance of grant activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the Department and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.

ARTICLE 27. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation.

Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the Department to Grantee that exceeds actual approved costs incurred in carrying out the Program as of the date of termination.

ARTICLE 28. AMENDMENT

This Grant Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 29. SEVERABILITY

If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.

ARTICLE 30. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.

ARTICLE 31. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 32. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

[Attachments on following pages]

ATTACHMENT A
CITY OF WAUSAU
SCOPE OF WORK

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

1. Scope of Work:

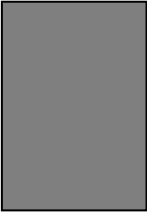
In the space provided below, please provide a detailed description of your project, including the project’s location, approximate dimensions (e.g., approximate square footage), its major features, any utility or infrastructure work necessary, as well as a description of the community (geographic, demographic) the project will serve. If you have a site plan/s for any construction that will occur, please attach it as Attachment A below.

2. Timetable

Please insert below a description of the major tasks to be completed for your project (e.g., breaking ground on construction, completion of a building or remodel, commencement of new services) and the estimated dates on which they will occur.

Estimated Due Date	Activity
	Estimated Project Completion Date

Attachment A: Site Plan



Attach your Site Plan here.

Save and name the file with the following file name:

organization_legal_name_Attachment_A_Site_Plan

ATTACHMENT B
CITY OF WAUSAU
BUDGET
NEIGHBORHOOD INVESTMENT PROGRAM

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

	Cost Category	Grant Funds	Cost Share (e.g. Match)	Total
A	Advertising			
B	Construction - New			
C	Construction - Remodel/Renovation			
D	Construction - Utility			
E	Construction - Remediation			
F	Construction - Contingency			
G	Depreciation			
H	Equipment			
I	Insurance			
J	Participant Support Costs			
K	Personnel - Salaries			
L	Personnel - Fringe Benefits			
M	Professional Services			
N	Real Property Acquisition			
O	Rental of Real Property & Equipment			
P	Supplies			
Q	Travel			
R	Vehicle Acquisition			
S	Other			
T	Other			
U	Other			
V	Other			
W	Other			
X	Other			
Y	Other			
Z	Other			
AA	Subawards (e.g. subrecipients) – Total Direct			
BB	Subawards (e.g. subrecipients) – Total Indirect			
CC	Program Income			
DD	Indirect Costs			
EE	Total Direct (<i>Sum rows A through Z</i>)			
FF	Total Indirect (<i>Sum rows BB and DD</i>)			
GG	Project Total (gross) (<i>Sum rows EE and FF</i>)			
HH	Project Total (net) (<i>Subtract row CC from Row GG</i>).	\$	\$	\$

BUDGET COST CATEGORIES NEIGHBORHOOD INVESTMENT PROGRAM

In accordance with Federal regulation [2 CFR 200 Subpart E Cost Principles](#), all costs must be allowable, reasonable, allocable, and eligible. Certain costs may require pre-approval and additional details if not already itemized and approved in the Grantee's application budget.

The following table provides summary information intended to assist in the assignment of costs to the correct budget cost category. The description is not intended to provide comprehensive information related to allowable costs or other requirements a cost may be subject to. Grantees are encouraged to review the applicable sections of the Grant Agreement for further references to cost requirements.

Cost Category		Description
A	Advertising	Costs of advertising media and corollary administrative costs. In general, only advertising costs related solely to program outreach are allowable.
B	Construction - New	Erection of new structures or other improvements necessary for and as part of the approved project. Examples of eligible costs include materials and labor used for construction of the physical structure, as well as related engineering, architecture, site preparation, and demolition costs.
C	Construction - Remodel/Renovation	Minor and major alterations or additions to existing structures or other improvements as part of the project. Examples of eligible costs include materials and labor used to create the remodeled/renovated structure, as well as engineering, architecture, site preparation and demolition costs.
D	Construction – Utility Service	Costs associated with new utility service or utility service upgrades to support approved project construction costs. Only includes the costs associated with providing utility service to the project building or grounds (e.g., connecting to water and sewer, upgrading electrical service capacity). Allowable only with written pre-approval from the Department.
E	Construction - Remediation	Certain construction, site or structure costs associated with site decontamination, removal of hazardous substances, or environmental remediation that are allowable and necessary to complete an approved project. Allowable only with written pre-approval from the Department.
F	Construction - Contingency	Estimate of future costs associated with possible events or conditions arising from causes the precise outcome of which is indeterminable at the time of estimate, and that experience shows will likely result, in aggregate, in additional costs for the approved activity or project. Amounts for major project scope changes, unforeseen risks, or extraordinary events may not be included. Calculation of contingency amounts must be reasonable and documented.
G	Depreciation	The method for allocating the cost of fixed assets to periods benefitting from asset use. If depreciation is being claimed as a project cost, the depreciation allocation methodology must comply with the Federal requirements set forth in 2 C.F.R. sec. 200.436.
H	Equipment	Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by Grantee for financial statement purposes, or \$5,000.
I	Insurance	Insurance costs incurred in connection with the approved project.

J	Participant Support Costs	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.
K	Personnel - Salaries	Direct costs for the salaries, wages, and allowable incentive compensation for those individuals who are employees of the Grantee who will perform work directly for the project. Grantee must maintain records of the employee type, employee number, rate of pay and percent of time and/or actual time devoted to the project. Timesheets or other similar documentation must be maintained. Employee compensation must not be greater than that paid for similar work not funded by the grant. Additional requirements apply.
L	Personnel - Fringe Benefits	Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity
M	Professional Services	Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the Grantee. Costs must be reasonable in relation to the services rendered and payment cannot be contingent on the receipt of grant award funds.
N	Real Property Acquisition	Costs associated with purchase of land, air rights, easements, water rights, rights-of-way, structures or improvements, or other interests in real property that directly supports the approved project, and vests with the Grantee indefinitely. Note that real property may not be sold, encumbered, or otherwise disposed of without the consent of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.311.
O	Rental of Real Property & Equipment	Costs associated with rental of property and equipment (including vehicles). Does not include rental costs that may be included in travel or as an indirect cost.
P	Supplies	All tangible personal property <i>other than</i> those included in the definition of “equipment” above. Generally, property with a per item acquisition cost of less than \$5,000. Examples include personal computers, printers, other computer-related items, office furniture, and office supplies, below the dollar-threshold for “equipment”.
Q	Travel	Expenses for transportation, lodging, subsistence, and related items incurred by the Grantee’s employees who are in travel status on official business of the Grantee for purposes of the project. All costs must be reasonable and consistent with Grantee’s written travel policy.
R	Vehicle Acquisition	Direct purchase and associated purchase costs for on-road vehicles. Note that vehicles costing \$5,000 or more may not be sold, encumbered, or otherwise disposed of without the prior approval of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.313.
S	Other	Provide brief description of cost and amount. May require pre-approval. Must have been included in the Grantee’s original application budget.

AA Subawards (e.g. subrecipients) – Total Direct	Subawards are grant awards made by Grantee to third parties using Grant Award funds. Subawards do not include costs associated with ordinary purchases of goods or services (e.g., hiring a third party to provide professional services). Grantee must maintain oversight and monitoring of subawards in accordance with applicable Federal law.
BB Subawards (e.g. subrecipients) – Total Indirect	Total indirect costs of subaward recipients. See definition of “Indirect Costs” below.
CC Program Income	Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance.
DD Indirect Costs	Costs incurred by the Grantee for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to specific cost objectives or projects as a direct cost. Typically, indirect costs are general costs of operation, such as the costs of operating and maintaining facilities, depreciation on buildings and equipment, and salaries and expenses of executive officers, personnel administration and accounting. If the Grantee has an existing Federal indirect cost rate, that rate should be used to calculate indirect costs for the project budget. If not, then the Grantee may either use an indirect cost rate of 10% of the total Grant Award or negotiate an agreed indirect cost rate with the Department. Grantee is not required to include an amount on the indirect costs budget line.
EE Total Direct	Total direct costs (include subrecipient and subaward direct costs)
FF Total Indirect	Total indirect costs (include subrecipient and subaward indirect costs)
GG Project Total (gross)	Total allowable project costs (Total Direct plus Total Indirect)
HH Project Total (net)	Net allowable project costs (Project Total costs less Program Income). Must match total award amount.

Cost Share (aka Match)	If the budget included with your grant application identified matching funds or in-kind contributions as part of your project, Federal regulations require that those committed funds or contributions be tracked and properly accounted. Funds or in-kind contributions that are not required for the project should not be included in this category, as anything proposed by Grantee and listed in the “Cost Share” column of your budget is considered voluntary committed cost share and becomes part of the federal award. See 2 C.F.R. § 200.1 (voluntarily committed cost sharing). Matching funds and in-kind contributions committed by Grantee for this project may not also be committed to another state or federal grant project. With certain exceptions, in-kind contributions of goods or services must be valued at their fair market value. Voluntary committed cost share is also subject to 2 C.F.R. 200.306.
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ATTACHMENT C**SEMI-ANNUAL REPORT AND PAYMENT REQUEST FORM****NEIGHBORHOOD INVESTMENT GRANT PROGRAM**

Grantee shall submit Semi-Annual Report and Payment Request Forms every 6 months (semi-annually) for the duration of the Period of Performance for all activities. The first semi-annual report and payment request form will be due for costs incurred and activity performed within the Initial Payment Request Period which begins with the start of the Period of Performance (March 3, 2021) through the date the grant agreement is executed (signed by the awardee organization and the State). Semi-annual reports and payment requests will be required thereafter per the table below. In no event shall grantee submit a request for payment to DOA later than 90 days after the end of the Program's Performance Period.

Report and payment due dates:

Advance Funds Request Period	Semi-Annual Report and Payment Request Form Due	Anticipated Disbursement
Initial Payment Request Period	Within 30 days after Grant Agreement Execution	30 days from submittal of Initial Payment Request
January 1 through June 30	30 days before start of period	January 1
July 1 through December 31	30 days before start of period	July 1

INSTRUCTIONS:

The Program shall make available the Semi-Annual Report and Payment Request Form on the Program website: <https://doa.wi.gov/pages/NeighborhoodInvestment.aspx>

ATTACHMENT D
SOURCE OF FUNDS

Federal Award Identification Number: SLFRP0135

Federal Award Date: May 18, 2021

CFDA #: 21.027 Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: Department of the Treasury

Total Amount of the Federal Award: \$2,533,160,626.50

Amount of Federal Funds Obligated by this Award: \$ 1,500,000

Total Amount of Federal Funds Obligated:

Research & Development: No

Indirect Cost Rate:

ATTACHMENT E

METHOD OF PAYMENT

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

If payment is made via check to Grantee, it will be mailed to the following remit-to address:

Address Line 1:

Address Line 2:

City:

State:

Zip code:

Payment shall only be made after the Grant Agreement has been fully executed by Grantee and the Department, any necessary forms are completed by the Grantee and received by the Department, and responses are provided by the Grantee for any questions from the Department within timeframes designated by the Department.

Payments to Grantee that exceed allowable expenses pursuant to the terms of this Grant Agreement, if outstanding at the expiration of this Grant Agreement, shall be repaid to the Department within sixty (60) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for Eligible Expenses during the Performance Period.

ATTACHMENT F**FEDERAL COMPLIANCE REQUIREMENTS FOR
USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS****(Requires Grantee's Signature)**

Grantee agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

A. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.
10. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

B. Protections for Whistleblowers.

- 1. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Grantee who has the responsibility to investigate, discover, or address misconduct.
- 3. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- C. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

- D. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- E. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- F. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0135 awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."
- G. Assurances of Compliance with Civil Rights Requirements. As a condition of receipt of federal financial assistance under this Agreement, Grantee provides the following assurances with respect to activities financed in whole or in part by this federal assistance:
 - 1. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
 - 3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
 - 4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which

the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees”

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
7. Grantee shall cooperate in any enforcement or compliance review activities by the Department or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Grantee shall maintain a complaint log and inform the Department and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department and the Department of the Treasury if Grantee has received no complaints under Title VI.

9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
 10. If Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. If Grantee is a State agency that makes subsequent sub-awards Grantee must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of such sub-recipients.
- H. If the amount of the award under this Agreement is greater than \$100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[signature required on next page]

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

CITY OF WAUSAU

Grantee

By: _____

Name: _____

Date: _____

ATTACHMENT G

COMPLETED GRANT APPLICATION

[Grantee's completed grant application and associated attachments are incorporated by reference.]

ATTACHMENT H

GRANT ANNOUNCEMENT –NEIGHBORHOOD INVESTMENT GRANT PROGRAM

[Available at
<https://doa.wi.gov/DEO/Neighborhood%20Investment%20Fund%20Grant%20Announcement%20update%2011112021.pdf>]

ATTACHMENT I

ADDITIONAL CONDITIONS

The Department may require one or more of the below additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to the Grantee. Compliance with such additional conditions shall be a requirement of this Grant Agreement. Additional conditions may include, but are not limited to the following:

- (1) Requiring Grantee to obtain technical or management assistance or training;
- (2) Requiring additional project monitoring, including on-site reviews of program operations;
- (3) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
- (4) Requiring additional, more detailed financial reports (including third party verified) or other documentation;
- (5) Requiring payments as reimbursements; or
- (6) Establishing additional prior approvals.

The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

Certificate Of Completion

Envelope Id: 18758FDDFFDC49B9B7E91C23408A6DE3

Status: Sent

Subject: Please DocuSign: Neighborhood Investment Fund Grant Agreement

Source Envelope:

Document Pages: 30

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Neighborhood Investment Fund Program

101 E. Wilson St.

Madison, WI 53703

NeighborhoodInvestmentFundProgram@wisconsin.gov

IP Address: 165.189.255.21

Record Tracking

Status: Original

7/7/2022 3:14:29 PM

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NeighborhoodInvestmentFundProgram@wisconsin.gov

consin.gov

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: DOA

Location: DocuSign

Signer Events**Signature****Timestamp**

Liz Brodek

Sent: 7/7/2022 3:14:33 PM

liz.brodek@ci.wausau.wi.us

Viewed: 7/8/2022 9:41:20 AM

Development Director

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 7/8/2022 9:41:20 AM

ID: c683e7e6-4cc7-402a-879f-7cf52568ea9d

Jana Steinmetz

Jana.Steinmetz@wisconsin.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Payment Events**Status****Timestamps**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Administration (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Administration:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Jessica.Potter@wisconsin.gov

To advise Wisconsin Department of Administration of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Jessica.Potter@wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Administration

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Jessica.Potter@wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Administration

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Jessica.Potter@wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Administration as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Administration during the course of your relationship with Wisconsin Department of Administration.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Grant Agreements for the Neighborhood Investment Fund Grant Program for the Gorman & Company – Westside Battery Redevelopment project in the amount of \$1,750,000.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-1105B

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	
	<i>One-time Costs:</i>	Yes ☐ No ☐	
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS, the Department of Administration has received funds from the United States Department of the Treasury pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) to be used for the purposes specified in the ARPA; and

WHEREAS, on August 24, 2021, Governor Tony Evers announced the launch of a \$200 million Neighborhood Investment Fund Grant Program providing grants to local and Tribal governments to help neighborhoods recover from negative effects of the COVID-19 pandemic with a particular focus on addressing the needs of residents living in communities disproportionately impacted by the pandemic; and

WHEREAS, through a competitive Request For Proposals process, City of Wausau awarded the site at 415 S 1st Avenue, otherwise known as the “Westside Battery Site,” to Gorman & Company for the purpose of redeveloping the site into an affordable housing property; and

WHEREAS, The City of Wausau submitted an application to Neighborhood Investment Fund Grant Program on behalf of Gorman & Company on November 11, 2021; and

WHEREAS, the State has approved a Grant Award to the City of Wausau and Gorman & Company in the amount of \$1,750,000; and

WHEREAS, the City will utilize Cooperative Agreements with subrecipients of ARPA funds in which the City is required to monitor and provide reporting on the use of ARPA funds.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized to execute the Grant Agreement with the State of Wisconsin and the Cooperative Agreement with Gorman & Company for the Neighborhood Investment Fund Grant Program.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday July 26, 2022 @ 5:30 pm., Council Chambers

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

Members Excused: Carol Lukens

Others Present: Maryanne Groat, Emily Ley, Randy Fifrick, Ben Bliven, Eric Lindman, Katie Rosenberg, Tammy Stratz, Solomon King, Gary Gisselman

Discussion and possible action regarding approving grant agreements for Neighborhood Investment Fund Grant Program for Westside Battery Redevelopment project in the amount of \$1,750,000

Randy Fifrick explained these were funds that were above and beyond the city ARPA funds that were able to be obtained through a competitive process. The Governor announced last fall there would be \$200 million grant awards throughout the state, which ended up being approximately \$212 million. This will allow us to accept the state allocated dollars. The projects need to be completed by December 31, 2024.

Motion by Watson, second by Martens to approve the grant. Motion carried 4-0.

GRANT AGREEMENT
STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
and
CITY OF WAUSAU
NEIGHBORHOOD INVESTMENT FUND GRANT PROGRAM

THIS GRANT AGREEMENT is made and entered into for the period March 3, 2021 through December 31, 2024 (“Performance Period”) by and between the Wisconsin Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and CITY OF WAUSAU (“Grantee”).

RECITALS

WHEREAS, the Department has received funds from the United States Department of the Treasury pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) to be used for the purposes specified in the ARPA; and

WHEREAS, on August 24, 2021 Governor Tony Evers announced the launch of a \$200 million Neighborhood Investment Fund Grant Program (“Program”) providing grants to local and Tribal governments to help neighborhoods recover from negative effects of the COVID-19 pandemic with a particular focus on addressing the needs of residents living in communities disproportionately impacted by the pandemic; and

WHEREAS, Governor Evers instructed the Department to utilize ARPA funds for the Program and to award grants to eligible applicants for eligible activities; and

WHEREAS, on behalf of the State, the Department administers the Program through its Division of Enterprise Operations (“Division”); and

WHEREAS, Grantee is an eligible applicant for participation in the Program; and

WHEREAS, it is the intention of the parties to this Grant Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved a Grant Award to Grantee in the amount set forth below;

NOW, THEREFORE, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

IN WITNESS WHEREOF, the Department and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties’ authorized representatives.

CITY OF WAUSAU

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

BY: _____
(signature)

NAME: _____
(print)

TITLE: _____

DATE: _____

PROJECT ID: ARPA-NIF-200

UEI #: _____

BY: _____
(signature)

NAME: _____

TITLE: _____

DATE: _____

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

The Department agrees to disburse to Grantee a total amount not to exceed \$ **1,750,000** (the “Grant Award”) to be used by Grantee solely for the purpose of paying for Eligible Expenses as defined in Article 5. The Department’s payment obligations to Grantee under this Grant Agreement shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee in periodic payments as set forth in Attachment C. The Department reserves the right to reduce the award amount to account for proposed expenditures that do not meet the requirements of ARPA, 2 C.F.R. Part 200 (Uniform Guidance) requirements or the intent of the Program.

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-I, constitute the complete agreement of the parties. The Attachments are as follows:

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Semi-Annual Report and Payment Request
- Attachment D – Source of Funds
- Attachment E – Method of Payment
- Attachment F – Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds
- Attachment G – Completed Grant Application
- Attachment H – Grant Announcement
- Attachment I – Additional Conditions

ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is March 3, 2021 through December 31, 2024, as defined on the first page of this Grant Agreement. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.

ARTICLE 4. AGREEMENT ADMINISTRATION

The Department employee who shall serve as the Department’s primary point of contact for purposes of administration of this Grant Agreement shall be Jana Steinmetz, Administrator, Division of Enterprise Operations, or such other person as the Department shall identify to Grantee in writing.

Grantee’s employee who shall serve as Grantee’s primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee’s interest regarding Grant Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

Each person signing this Grant Agreement on behalf of Grantee certifies and attests that Grantee’s respective Articles of Organization, Articles of Incorporation, By-Laws, Member’s Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the Department: Jana Steinmetz
Administrator, Division of Enterprise Operations
Department of Administration
E-mail: NeighborhoodInvestmentFundProgram@wisconsin.gov

To Grantee: Name:
Title:
Email:
Phone:

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

Grantee shall prepare and submit a Scope of Work for Grantee's project in the form of Attachment A and a Budget in the form of Attachment B. The Scope of Work shall set forth the major activities the Grantee will perform and the deliverables Grantee will provide for the project. The Budget shall set forth the amounts of the Grant Award that Grantee reasonably anticipates spending on various goods and services necessary to accomplish the tasks set forth in the Scope of Work. All amounts must be for Eligible Expenses as defined below.

"Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program.

All modifications to the Scope of Work or Budget must be submitted to the Department for approval, and may require a signed written amendment agreed to by both parties if required by Department policy. Reasonable modifications to the Scope of Work or Budget may be approved by the Department if the modified expenses comply with ARPA, 2 C.F.R. Part 200 (Uniform Guidance), and the requirements of this Article, and are consistent with the intent and scope of the Program. The Department reserves the right to disapprove any requested modifications to Grantee's Budget or Scope of Work. Modifications shall not result in the budget exceeding the Grant Award.

All expenses must meet the requirements of ARPA and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The Department reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or 2 C.F.R. Part 200 (Uniform Guidance).

Grantee shall hold the State harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by

the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the State or the federal government.

Grantee will return to the Department or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee according to the schedule set forth on Attachment C. Prior to receiving each advance of funds, Grantee shall provide to the Department a payment request and reporting form in accordance with Attachment C. The Department reserves the right to cease or revise payments of Grant Award funds or impose additional conditions, pursuant to Article 25 and Attachment I, in the event Grantee fails to report adequate progress toward achieving the activities outlined in Attachment A.

ARTICLE 7. METHOD OF PAYMENT

The method of payment is set forth in Attachment E.

Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Grant Agreement.

ARTICLE 8. REPORTING REQUIREMENTS

Grantee understands that the Department is required to submit quarterly and annual reports to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Department has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary.

Grantee's reporting obligations are further set forth in Attachment C, unless more frequent or enhanced reporting is required pursuant to Article 25 and Attachment I.

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

- a) Grantee's statements and representations in its grant application (Attachment G) are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement.
- b) All information disclosed by Grantee to the Department in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material

fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

- c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.
- d) Grantee has all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.
- e) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- f) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not listed on the Wisconsin Department of Transportation Listing of Debarred, Suspended and Ineligible Contractors.
- g) Grantee is not listed on the Wisconsin Department of Revenue Delinquent Taxpayer List.
- h) Grantee is not listed on the Department's Ineligible Vendors Directory.
- i) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.
- j) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.
- k) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the Department discovers that any of the above is false or misleading in any material respect Grantee shall return to the Department the entire amount of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The Department's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in the grant application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable Federal statutes, regulations, and the terms and conditions of this Grant Agreement and the federal award (as outlined in Attachment F).

Grantee must immediately disclose in writing to the Department all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(i) of this Grant Agreement.

Specifically, as further specified in Attachment F, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Awards estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by Grantee. Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall submit the plan to the Department of Administration, Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this Grant Agreement, or the withholding of funds.

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subrecipients, contractors, and beneficiaries, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 12.

ARTICLE 14. INTERNAL CONTROLS

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenditures pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source, including but not limited to other grant awards received from the State pursuant to ARPA or the Coronavirus Relief Fund. Additional requirements of Grantee’s financial management system are set forth in Article 16 below.

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. § 200.302, all other rules, regulations and requirements of the funding source described in Attachment D and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee’s chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by the Department.

Grantee’s financial management system shall further provide for the following:

- a) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must

include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

- b) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. §§ 200.328 and 200.329.
- c) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Comparison of expenditures with budget amounts for each Federal award.
- f) Written procedures to implement the internal control requirements of 2 CFR § 200.303.
- g) Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, subpart E, the terms and conditions of the Federal award and this Agreement.

ARTICLE 17. PROCUREMENT STANDARDS

Grantee shall maintain documented procurement procedures that conform to the procurement standards identified in 2 C.F.R. §§ 200.317 through 200.327. Grantee must maintain written standards of conduct governing procurement and the selection, award and administration of contracts that prohibit real or apparent conflicts of interest. No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

All costs incurred by Grantee and paid for with Grant Award funds must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of five (5) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using Grant Award funds.

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer

files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request.

ARTICLE 19. AUDIT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees, or their assignees, that expend more than \$750,000 of federal award funds in Grantee's fiscal year shall have a certified annual audit performed, pursuant to 2 C.F.R. § 200.501, utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, consistent with 2 C.F.R. Part 200 (Uniform Guidance) audit provisions, other than such provisions as the Treasury Department may determine are inapplicable to this Grant Award and subject to such exceptions that may be otherwise provided by Treasury Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Please review DOA's Single Audit Compliance Supplement for details on submission of the reporting package. <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>.

ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the Department, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the Department.

ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

Grantee shall be responsible for reimbursement to the Department for any disbursed funds which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 22. INDEMNIFICATION

In carrying out the provisions of this Grant Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third-parties to perform services or otherwise supply products or services.

Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Grant Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 23. SUBLET OR ASSIGNMENT OF AGREEMENT

Except for work expressly attributed to sub-recipients and partners in Grantee's grant application, Grantee, its agents, sub-recipients, and subcontractors shall not sublet or assign all or any part of the work under this Grant Agreement without prior written approval of the Department. The Department reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State and Department bear no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 24. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the State and the employer of such person or persons.

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 25. ADDITIONAL CONDITIONS

The Department may impose additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to Grantee, as set forth in Attachment I. The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

ARTICLE 26. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are not provided to the Department on a timely basis or if sufficient performance of grant activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the Department and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.

ARTICLE 27. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation.

Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the Department to Grantee that exceeds actual approved costs incurred in carrying out the Program as of the date of termination.

ARTICLE 28. AMENDMENT

This Grant Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 29. SEVERABILITY

If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.

ARTICLE 30. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.

ARTICLE 31. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 32. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

[Attachments on following pages]

ATTACHMENT A
CITY OF WAUSAU
SCOPE OF WORK

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

1. Scope of Work:

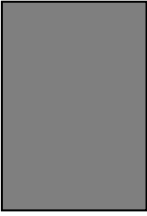
In the space provided below, please provide a detailed description of your project, including the project’s location, approximate dimensions (e.g., approximate square footage), its major features, any utility or infrastructure work necessary, as well as a description of the community (geographic, demographic) the project will serve. If you have a site plan/s for any construction that will occur, please attach it as Attachment A below.

2. Timetable

Please insert below a description of the major tasks to be completed for your project (e.g., breaking ground on construction, completion of a building or remodel, commencement of new services) and the estimated dates on which they will occur.

Estimated Due Date	Activity
	Estimated Project Completion Date

Attachment A: Site Plan



Attach your Site Plan here.

Save and name the file with the following file name:

organization_legal_name_Attachment_A_Site_Plan

ATTACHMENT B
CITY OF WAUSAU
BUDGET
NEIGHBORHOOD INVESTMENT PROGRAM

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

	Cost Category	Grant Funds	Cost Share (e.g. Match)	Total
A	Advertising			
B	Construction - New			
C	Construction - Remodel/Renovation			
D	Construction - Utility			
E	Construction - Remediation			
F	Construction - Contingency			
G	Depreciation			
H	Equipment			
I	Insurance			
J	Participant Support Costs			
K	Personnel - Salaries			
L	Personnel - Fringe Benefits			
M	Professional Services			
N	Real Property Acquisition			
O	Rental of Real Property & Equipment			
P	Supplies			
Q	Travel			
R	Vehicle Acquisition			
S	Other			
T	Other			
U	Other			
V	Other			
W	Other			
X	Other			
Y	Other			
Z	Other			
AA	Subawards (e.g. subrecipients) – Total Direct			
BB	Subawards (e.g. subrecipients) – Total Indirect			
CC	Program Income			
DD	Indirect Costs			
EE	Total Direct (<i>Sum rows A through Z</i>)			
FF	Total Indirect (<i>Sum rows BB and DD</i>)			
GG	Project Total (gross) (<i>Sum rows EE and FF</i>)			
HH	Project Total (net) (<i>Subtract row CC from Row GG</i>).	\$	\$	\$

BUDGET COST CATEGORIES NEIGHBORHOOD INVESTMENT PROGRAM

In accordance with Federal regulation [2 CFR 200 Subpart E Cost Principles](#), all costs must be allowable, reasonable, allocable, and eligible. Certain costs may require pre-approval and additional details if not already itemized and approved in the Grantee's application budget.

The following table provides summary information intended to assist in the assignment of costs to the correct budget cost category. The description is not intended to provide comprehensive information related to allowable costs or other requirements a cost may be subject to. Grantees are encouraged to review the applicable sections of the Grant Agreement for further references to cost requirements.

Cost Category		Description
A	Advertising	Costs of advertising media and corollary administrative costs. In general, only advertising costs related solely to program outreach are allowable.
B	Construction - New	Erection of new structures or other improvements necessary for and as part of the approved project. Examples of eligible costs include materials and labor used for construction of the physical structure, as well as related engineering, architecture, site preparation, and demolition costs.
C	Construction - Remodel/Renovation	Minor and major alterations or additions to existing structures or other improvements as part of the project. Examples of eligible costs include materials and labor used to create the remodeled/renovated structure, as well as engineering, architecture, site preparation and demolition costs.
D	Construction – Utility Service	Costs associated with new utility service or utility service upgrades to support approved project construction costs. Only includes the costs associated with providing utility service to the project building or grounds (e.g., connecting to water and sewer, upgrading electrical service capacity). Allowable only with written pre-approval from the Department.
E	Construction - Remediation	Certain construction, site or structure costs associated with site decontamination, removal of hazardous substances, or environmental remediation that are allowable and necessary to complete an approved project. Allowable only with written pre-approval from the Department.
F	Construction - Contingency	Estimate of future costs associated with possible events or conditions arising from causes the precise outcome of which is indeterminable at the time of estimate, and that experience shows will likely result, in aggregate, in additional costs for the approved activity or project. Amounts for major project scope changes, unforeseen risks, or extraordinary events may not be included. Calculation of contingency amounts must be reasonable and documented.
G	Depreciation	The method for allocating the cost of fixed assets to periods benefitting from asset use. If depreciation is being claimed as a project cost, the depreciation allocation methodology must comply with the Federal requirements set forth in 2 C.F.R. sec. 200.436.
H	Equipment	Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by Grantee for financial statement purposes, or \$5,000.
I	Insurance	Insurance costs incurred in connection with the approved project.

J	Participant Support Costs	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.
K	Personnel - Salaries	Direct costs for the salaries, wages, and allowable incentive compensation for those individuals who are employees of the Grantee who will perform work directly for the project. Grantee must maintain records of the employee type, employee number, rate of pay and percent of time and/or actual time devoted to the project. Timesheets or other similar documentation must be maintained. Employee compensation must not be greater than that paid for similar work not funded by the grant. Additional requirements apply.
L	Personnel - Fringe Benefits	Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity
M	Professional Services	Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the Grantee. Costs must be reasonable in relation to the services rendered and payment cannot be contingent on the receipt of grant award funds.
N	Real Property Acquisition	Costs associated with purchase of land, air rights, easements, water rights, rights-of-way, structures or improvements, or other interests in real property that directly supports the approved project, and vests with the Grantee indefinitely. Note that real property may not be sold, encumbered, or otherwise disposed of without the consent of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.311.
O	Rental of Real Property & Equipment	Costs associated with rental of property and equipment (including vehicles). Does not include rental costs that may be included in travel or as an indirect cost.
P	Supplies	All tangible personal property <i>other than</i> those included in the definition of “equipment” above. Generally, property with a per item acquisition cost of less than \$5,000. Examples include personal computers, printers, other computer-related items, office furniture, and office supplies, below the dollar-threshold for “equipment”.
Q	Travel	Expenses for transportation, lodging, subsistence, and related items incurred by the Grantee’s employees who are in travel status on official business of the Grantee for purposes of the project. All costs must be reasonable and consistent with Grantee’s written travel policy.
R	Vehicle Acquisition	Direct purchase and associated purchase costs for on-road vehicles. Note that vehicles costing \$5,000 or more may not be sold, encumbered, or otherwise disposed of without the prior approval of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.313.
S	Other	Provide brief description of cost and amount. May require pre-approval. Must have been included in the Grantee’s original application budget.

AA Subawards (e.g. subrecipients) – Total Direct	Subawards are grant awards made by Grantee to third parties using Grant Award funds. Subawards do not include costs associated with ordinary purchases of goods or services (e.g., hiring a third party to provide professional services). Grantee must maintain oversight and monitoring of subawards in accordance with applicable Federal law.
BB Subawards (e.g. subrecipients) – Total Indirect	Total indirect costs of subaward recipients. See definition of “Indirect Costs” below.
CC Program Income	Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance.
DD Indirect Costs	Costs incurred by the Grantee for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to specific cost objectives or projects as a direct cost. Typically, indirect costs are general costs of operation, such as the costs of operating and maintaining facilities, depreciation on buildings and equipment, and salaries and expenses of executive officers, personnel administration and accounting. If the Grantee has an existing Federal indirect cost rate, that rate should be used to calculate indirect costs for the project budget. If not, then the Grantee may either use an indirect cost rate of 10% of the total Grant Award or negotiate an agreed indirect cost rate with the Department. Grantee is not required to include an amount on the indirect costs budget line.
EE Total Direct	Total direct costs (include subrecipient and subaward direct costs)
FF Total Indirect	Total indirect costs (include subrecipient and subaward indirect costs)
GG Project Total (gross)	Total allowable project costs (Total Direct plus Total Indirect)
HH Project Total (net)	Net allowable project costs (Project Total costs less Program Income). Must match total award amount.

Cost Share (aka Match)	If the budget included with your grant application identified matching funds or in-kind contributions as part of your project, Federal regulations require that those committed funds or contributions be tracked and properly accounted. Funds or in-kind contributions that are not required for the project should not be included in this category, as anything proposed by Grantee and listed in the “Cost Share” column of your budget is considered voluntary committed cost share and becomes part of the federal award. See 2 C.F.R. § 200.1 (voluntarily committed cost sharing). Matching funds and in-kind contributions committed by Grantee for this project may not also be committed to another state or federal grant project. With certain exceptions, in-kind contributions of goods or services must be valued at their fair market value. Voluntary committed cost share is also subject to 2 C.F.R. 200.306.
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ATTACHMENT C**SEMI-ANNUAL REPORT AND PAYMENT REQUEST FORM****NEIGHBORHOOD INVESTMENT GRANT PROGRAM**

Grantee shall submit Semi-Annual Report and Payment Request Forms every 6 months (semi-annually) for the duration of the Period of Performance for all activities. The first semi-annual report and payment request form will be due for costs incurred and activity performed within the Initial Payment Request Period which begins with the start of the Period of Performance (March 3, 2021) through the date the grant agreement is executed (signed by the awardee organization and the State). Semi-annual reports and payment requests will be required thereafter per the table below. In no event shall grantee submit a request for payment to DOA later than 90 days after the end of the Program's Performance Period.

Report and payment due dates:

Advance Funds Request Period	Semi-Annual Report and Payment Request Form Due	Anticipated Disbursement
Initial Payment Request Period	Within 30 days after Grant Agreement Execution	30 days from submittal of Initial Payment Request
January 1 through June 30	30 days before start of period	January 1
July 1 through December 31	30 days before start of period	July 1

INSTRUCTIONS:

The Program shall make available the Semi-Annual Report and Payment Request Form on the Program website: <https://doa.wi.gov/pages/NeighborhoodInvestment.aspx>

ATTACHMENT D
SOURCE OF FUNDS

Federal Award Identification Number: SLFRP0135

Federal Award Date: May 18, 2021

CFDA #: 21.027 Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: Department of the Treasury

Total Amount of the Federal Award: \$2,533,160,626.50

Amount of Federal Funds Obligated by this Award: \$ 1,750,000

Total Amount of Federal Funds Obligated:

Research & Development: No

Indirect Cost Rate:

ATTACHMENT E

METHOD OF PAYMENT

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

If payment is made via check to Grantee, it will be mailed to the following remit-to address:

Address Line 1:

Address Line 2:

City:

State:

Zip code:

Payment shall only be made after the Grant Agreement has been fully executed by Grantee and the Department, any necessary forms are completed by the Grantee and received by the Department, and responses are provided by the Grantee for any questions from the Department within timeframes designated by the Department.

Payments to Grantee that exceed allowable expenses pursuant to the terms of this Grant Agreement, if outstanding at the expiration of this Grant Agreement, shall be repaid to the Department within sixty (60) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for Eligible Expenses during the Performance Period.

ATTACHMENT F

FEDERAL COMPLIANCE REQUIREMENTS FOR USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS

(Requires Grantee's Signature)

Grantee agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

A. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.
10. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

B. Protections for Whistleblowers.

- 1. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - 2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Grantee who has the responsibility to investigate, discover, or address misconduct.
 - 3. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- C. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

- D. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- E. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- F. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0135 awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."
- G. Assurances of Compliance with Civil Rights Requirements. As a condition of receipt of federal financial assistance under this Agreement, Grantee provides the following assurances with respect to activities financed in whole or in part by this federal assistance:
 - 1. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
 - 3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
 - 4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which

the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees”

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
7. Grantee shall cooperate in any enforcement or compliance review activities by the Department or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Grantee shall maintain a complaint log and inform the Department and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department and the Department of the Treasury if Grantee has received no complaints under Title VI.

9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
 10. If Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. If Grantee is a State agency that makes subsequent sub-awards Grantee must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of such sub-recipients.
- H. If the amount of the award under this Agreement is greater than \$100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[signature required on next page]

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

CITY OF WAUSAU

Grantee

By: _____

Name: _____

Date: _____

ATTACHMENT G

COMPLETED GRANT APPLICATION

[Grantee's completed grant application and associated attachments are incorporated by reference.]

ATTACHMENT H

GRANT ANNOUNCEMENT –NEIGHBORHOOD INVESTMENT GRANT PROGRAM

[Available at
<https://doa.wi.gov/DEO/Neighborhood%20Investment%20Fund%20Grant%20Announcement%20update%2011112021.pdf>]

ATTACHMENT I

ADDITIONAL CONDITIONS

The Department may require one or more of the below additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to the Grantee. Compliance with such additional conditions shall be a requirement of this Grant Agreement. Additional conditions may include, but are not limited to the following:

- (1) Requiring Grantee to obtain technical or management assistance or training;
- (2) Requiring additional project monitoring, including on-site reviews of program operations;
- (3) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
- (4) Requiring additional, more detailed financial reports (including third party verified) or other documentation;
- (5) Requiring payments as reimbursements; or
- (6) Establishing additional prior approvals.

The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

Certificate Of Completion

Envelope Id: 9B2B576CB2E1412B9B5F3F97A3943C9B

Status: Sent

Subject: Please DocuSign: Neighborhood Investment Fund Grant Agreement

Source Envelope:

Document Pages: 30

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Neighborhood Investment Fund Program

101 E. Wilson St.

Madison, WI 53703

NeighborhoodInvestmentFundProgram@wisconsin.gov

IP Address: 165.189.255.21

Record Tracking

Status: Original

7/7/2022 3:14:30 PM

Holder: Neighborhood Investment Fund Program

Location: DocuSign

NeighborhoodInvestmentFundProgram@wisconsin.gov

consin.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: DOA

Location: DocuSign

Signer Events**Signature****Timestamp**

Liz Brodek

Sent: 7/7/2022 3:14:33 PM

liz.brodek@ci.wausau.wi.us

Viewed: 7/7/2022 3:20:01 PM

Development Director

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 7/7/2022 3:20:01 PM

ID: dd33b106-5382-409a-baf1-57d2a0037d0f

Jana Steinmetz

Jana.Steinmetz@wisconsin.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/7/2022 3:14:33 PM

Payment Events**Status****Timestamps**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Administration (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Administration:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Jessica.Potter@wisconsin.gov

To advise Wisconsin Department of Administration of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Jessica.Potter@wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Administration

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Jessica.Potter@wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Administration

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Jessica.Potter@wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Administration as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Administration during the course of your relationship with Wisconsin Department of Administration.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Advance Ordering of 2023 Vehicles and Equipment

Committee Action: Approved 5-0

Fiscal Impact: No greater than \$3,300,000

File Number: 21-0811

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: 2023 Budget</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: Motor Pool Revenues</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the motorpool replaces vehicles and equipment annually, which is typically done after the first of the year; and

WHEREAS, funding for the purchase comes from departmental use charges; and

WHEREAS, COVID has caused global delays and production challenges that have drastically increased delivery times; and

WHEREAS, vendors are reporting significant delivery delays of up to two years; and

WHEREAS, aged vehicles and equipment becomes problematic and increases maintenance costs; and

WHEREAS, ordering 2023 vehicles and equipment in 2022 can be done by securing a purchase order because payment is made when the unit is delivered in 2023; and

WHEREAS, your Finance Committee met on July 26, 2022 and recommends approving ordering proposed 2023 vehicles and equipment in 2022 in order to compensate for extended delivery times; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve placing the order of proposed 2023 vehicles/equipment in 2022 by securing a 2022 purchase order with payment to be made when vehicles/equipment are received in 2023.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday July 26, 2022 @ 5:30 pm., Council Chambers

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

Members Excused: Carol Lukens

Others Present: Maryanne Groat, Emily Ley, Randy Fifrick, Ben Bliven, Eric Lindman, Katie Rosenberg, Tammy Stratz, Solomon King, Gary Gisselman

Discussion and possible action regarding Motor Pool Fund advance purchases

Solomon King, DPW, indicated they were having a lot of issues with ordering equipment which is very difficult right now. The goal is to be able to order the equipment early until the next budget cycle to get a head start. He pointed out that ordering the equipment early does not necessarily mean that we will receive it early. It is still possible for more delays or cancellations.

Maryanne Groat clarified that they will not pay until the equipment comes in, so King is anticipating ordering what we would be ordering next year now, so that the funds are budgeted by the time the orders come in.

Motion by Diny, second by Martens to approve the advance purchase. Motion carried 4-0.

Solomon King
Fleet Manager



TEL: (715) 261-6961
FAX: (715) 261-0337

DATE: 07/15/22

TO: Finance Committee

FROM: Solomon King, Fleet Manager

RE: Purchasing equipment early

The motor-pool has been working to provide the highest quality equipment as soon as possible, while maintaining the fiscal responsibility of a municipality. The motor-pool is responsible for the purchase, upfit, maintenance, repair, and disposal of rollingstock equipment for the departments of airport, fire, police and public works. These tasks are accomplished by following a “living” replacement plan that is continually updated following certain conditions of equipment and recommendations of standard life cycles.

Our current path of purchasing equipment is to order in the year it is scheduled to be replaced. This processes of specing, purchasing and receiving equipment was traditionally accomplished within one year with minimal challenges or delays.

With the current global wide delays and challenges in production, we have a drastic increase in order to receive times. This makes it a challenge to follow our replacement plan path. Equipment is being ordered, but not received until the next year, or in some cases, two years. This includes equipment that is currently on order for the motor-pool. Ongoing conversations with dealers, vendors, and suppliers suggest that this problem will continue for years to come. The common suggestion across the board is to order equipment early, expect more delays, expect possible cancellations, and be patient. This global issue has become a daily challenge and has absorbed most of the focus of the motor-pool.

I ask the finance committee to consider the option of allowing motor-pool to begin the process of procuring equipment early for the following year in the hope it will allow departments to receive their equipment in the year it was scheduled to be replaced.

Thank you,

Solomon King
Fleet Manager

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0108

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its July 18, 2022 meeting, and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, July 18, 2022, at 6:00 pm, (Council Chambers)

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

Members Excused: Becky McElhaney

Others Present: Nathan Miller, Robert Barteck, Ben Bliven, Jeremy Kopp, Mary Goede, Ashlee Bishop, Melinda Pauls

Consider approval or denial of various license applications

Lisa Rasmussen noted there were not any denial recommendations.

Rasmussen stated there was an application for a Class A Beer License for Modern Gents of Wausau, Inc., which is a barbershop and men's spa. This is actually a retail license as is typically granted to grocery and convenience stores, which allows for limited samples of 3 ounces during certain hours of the day.

Mark Craig, Compass Properties, Landlord for Modern Gents, indicated Jose Seve Fuste (owner) was trying to get a men's barbershop spa open for many years. They looked at the Cobblery location and others. It will be in the west wing of Washington Square and brings that high-end feel. He felt they should support it as a community and attract that caliber of a tenant to our downtown. He commented this would be helpful for him to be able to offer this as part of the spa and hoped they'd support it.

Rasmussen stated the Clerk's Report noted there was an application for a Class B Beer & Liquor License for Thirsty's on 3rd LLC, Nathan Woller, at the prior Roc's Premise, 810 S 3rd Ave. The Liquor License Review Subcommittee met immediately before this meeting and discussed the Plan of Operation with the proposed owner but did not recommend a license for that establishment. This item will be withdrawn from the license batch.

Motion by Diny, second by Larson to approve the various license applications as recommended. Motion carried 4-0.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

July 18, 2022 Meeting

AGENDA ITEM # 4

Approve or deny various licenses as indicated on the attached summary report of all applications received.

ADDITIONAL INFORMATION

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or his designee. Applications marked pending will have a status update at the meeting. In accordance with city ordinance, all permits approved are held for debts owed to the city until the debt is paid in full.

1. **Denial Recommendations** – none
2. **Class A Beer:** Modern Gents of Wausau Inc., for Barbershop & Men's Spa, owner Jose (Seve) Fuste, 300 N 3rd St, STE 111. **NOTE:** Class A licensees (retail sales for off premises consumption) are authorized to offer taste samples of alcohol beverages as follows: 2 samples per person per day not to exceed 3 oz per sample, and only between the hours of 11 a.m. and 7 p.m.
3. **Class B Beer & Liquor,** Thirsty's on 3rd LLC, Nathan Woller, owner, dba Thirsty's on 3rd, 810 S 3rd Ave (formerly Roc's Place). This application is being reviewed by the Liquor License Review Subcommittee prior to this regular meeting. If approved, applicant is seeking a Temporary Provisional Retail license to operate prior to Council approval.
4. **Class II Special Event Application:** Central Wisconsin Symphony Orchestra Performance, The 400 Block, September 17, 2022.

Note: Links to the Special Events applications will be emailed to the committee.

STAFF RECOMMENDATION

Approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Mary Goede, Deputy Clerk

Date of Report: July 15, 2022

(715) 261-6621



Council Date 08/09/2022

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
169438	9020 - Public Transport Driver Renewal	WITUCKI, MARY	301 S 44TH AVE WAUSAU WI 54401		NORTHWOODS CAB LLC	07/08/2022	06/30/2023		Yes	
169345	9027 - Class II	TAYLOR, TESSA	PO BOX 65 STEVENS POINT WI 54481	CENTRAL WISCONSIN SYMPHONY ORCHESTRA PERFORMANC E on SATURDAY, SEPTEMBER 17, 2022 Organized by TESSA TAYLOR - CWSO					Yes	
169617	9060 - Class A Beer	FUSTE, JOSE	307 1/2 N 3RD ST WAUSAU WI 54403		MODERN GENTS OF WAUSAU			Yes	Yes	
168923	9080 - Public Transport Driver New	SCHAETZL, REBECCA	1221 N 2ND AVE, APT 7 WAUSAU WI 54401		NORTHWOODS CAB	06/14/2022	06/30/2023	Yes	Yes	
169126	9080 - Public Transport Driver New	WILLIAMS, SHAMAJ	805 FLIETH ST APT 24 WAUSAU WI 54401		NORTHWOODS CAB	06/22/2022	06/30/2023	Yes	Yes	

Total Licenses

3

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 8.08.120 Number of dogs and cats limited.

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 12-0607

Date Introduced: August 10, 2022

The Common Council of the City of Wausau do ordain as follows:

Add ()

Delete ()

Section 1. That Section 8.08.120 Number of dogs and cats limited, is hereby amended to read as follows:

...

(c) Applicability of limitation. This section shall not apply to:

(1) Service service animals as defined by the Americans with Disabilities Act of 1990, P. L. No. 101-336, 104 Stat. 328 and as codified at 28 CFR §36.104.

(2) Police service dogs owned by the Wausau Police Department and utilized in its K-9 unit including dogs utilized as part of the department's therapy dog program.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, July 18, 2022, at 6:00 pm, (Council Chambers)

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

Members Excused: Becky McElhaney

Others Present: Nathan Miller, Robert Barteck, Ben Bliven, Jeremy Kopp, Mary Goede, Ashlee Bishop, Melinda Pauls

Discussion and possible action regarding ordinance amending Section 8.08.120 Number of dogs and cats limited

Rasmussen stated the city has a limit on how many animals a resident may possess. The Police Department owns canines and when they retire the animals they remain with their handler for the remainder of their lives, even though they are no longer working. The situation we have experienced is when a canine handler retires and keeps an animal, they may also possess a domestic pet and a replacement canine, so they are asking for us to create an enabling provision in the animal ordinance that would waive the Pet Fancier permit requirement for law enforcement officers who are keeping the city's animals. She noted the city retains ownership of those animals throughout their life.

Nathan Miller clarified once the animal is retired the city is no longer paying for the veterinarian bills or paying the officer additional compensation to care for it. Rasmussen stated the amendment would just exempt them from having to get a Pet Fancier permit if they have other pets at home.

Motion by Henke, second by Diny to approve amending the ordinance. Motion carried 4-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Public Health & Safety Committee
Common Council

From: Tara G. Alfonso, Asst. City Attorney

Date: July 8, 2022

Re: Amendment to W.M.C. §8.08.120 Number of dogs and cats limited

- The City of Wausau currently has a K-9 officer in the Wausau Police Department ("WPD") who resides within the corporate city limits. He currently owns 2 personal dogs. One of these dogs is K-9 Zanto, a former member of the WPD K-9 unit who retired in June, 2022, and now lives with his former handler as his personal dog. This K-9 officer is now being assigned a new police service dog owned by the WPD that will also live with the K-9 officer in his home.
- This assignment of the new K-9 creates a situation in which the officer would have three dogs kept in one residential unit within the city limits and require application for a "pet fancier permit" under W.M.C. §8.08.120(b). As this dog is owned by the WPD and is required by the WPD to be housed with the K-9 officer, the WPD is seeking to have an amendment made to W.M.C. §8.08.120 to exclude from the number of dogs limitation, police service dogs owned by the department and utilized in its K-9 unit. This would also exclude dogs utilized as part of the WPD's therapy dog program.

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Community Development Authority*

File Number: 22- 0803

Date Introduced: August 10, 2022

Community Development Authority

John Wagman (1)
*New Appointment

203 Tuzigoot Ln

Term Exp 4/30/26

715-574-3733

- (N) Individual is filling the unexpired term of a former member
- (1) Individual is in their own 1st full term
- (#) Designates the term number appointed to

Approved:

Katie Rosenberg, Mayor

Office of the Mayor
Katie Rosenberg



TEL: (715) 261-6800
FAX: (715) 261-6808

MEMORANDUM

DATE: July 28, 2022
TO: Mary Goede, Deputy City Clerk
FROM: Katie Rosenberg
RE: Appointments to various Boards, Committees, and Commissions

Please place the following appointments on the city council agenda for Tuesday, August 8, 2022:

Community Development Authority Commission

John Wagman (New appointee - 1)
203 Tuzigoot Ln
Wausau, WI 54403
715-574-3733
jwagman@weldriley.com
Term ends 4/30/2026



Citizen Participation Form

Thank you for your interest in becoming involved with a City of Wausau Boards Committees or Commissions. The Mayor's Office will make recommendations to the City Council for placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit the City's Web Site at www.ci.wausau.wi.us, or call the Mayor's Office at 715-261-6800. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can be found on our website. <https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx> Please consider becoming a part of this important community resource group.

Contact Information

First Name *

John

Last Name *

Wagman

Address *

Street Address

203 Tuzigoot Lane

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Phone *

(715)574-3733

Email *

jwagman@weldriley.com

Years as a Wausau Resident, if applicable *

14

Occupation/Employer, if applicable

Attorney. Partner at Weld Riley, S.C.

Business Information

Business Name

Weld Riley, S.C.

Address

Street Address

500 Third Street

Address Line 2

Suite 800

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

USA

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Community Development Authority

You may choose more than one from the list provided. Order in preference.

Why are you interested in serving on these particular Committees? *

I believe it is important to serve your community and assist others wherever possible.

What qualifications can you bring to these Committees? *

I have been a practicing attorney for 22 years. I have some background in municipal law, but my practice is focused on corporate and business law, with additional experience in employment law and banking/finance.

On what other City Committee(s) are you currently serving, if any?

None

Other Community Involvement

Past member of Board of Directors of: Wausau Chamber of Commerce, United Way, Neighbors Place, Junior Achievement and Wausau Country Club.

References(Please Include 3)

Reference

First Name *

AJ

Last Name *

Gordon

Address *

Street Address

911 E Lakeshore Drive

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

WI

Country

USA

Phone *

(715)359-6101

Relationship to You *

Friend and Client

First Name *

Marc

Last Name *

Kettleson

Address *

Street Address

Wood Trust Bank

Address Line 2

500 1st Street #1000

City

Wausau

Postal / Zip Code

54401

State / Province / Region

WI

Country

USA

Phone *

(715)842-1790

Relationship to You *

Friend and Client

First Name *

Matt

Last Name *

Mayer

Address *

Street Address

500 Third Street

Address Line 2

Suite 800

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

USA

Phone *

(715)845-8234

Relationship to You *

Law Partner

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

Attachment(s)

Limit to 3 upload files

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Advancing the Proposal from S.C. Swiderski for a mixed-use development in the north zone of the Riverlife District at approximately 1200 N. River Drive, including Lots 6, 7 and 8.

Committee Action: Approved 3-1

Fiscal Impact:

File Number: 22-0105

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City's Economic Development Committee approved issuing a Request for Proposals (RFP) for mixed-use development in the north zone of its Riverlife District at approximately 1200 N. River Drive, including Lots 6, 7 and 8 on May 3, 2022; and

WHEREAS, the RFP was posted on the City's website inviting interested parties to propose a project for the site. The RFP provided background information on the site including the Remedial Action Plan, a property layout, and photos of the area; and

WHEREAS, the redevelopment of property is a strategic focus of the City; and

WHEREAS, the City received two proposals in response to the RFP. S.C. Swiderski proposed a seven-story, mixed-use building with 200 total residential units and a separated parking structure. The team of KG Development and J. Jeffers proposed two four-story, mixed-use buildings with 156 totals units and a 16-unit townhouse (172 total units); and

WHEREAS, both developers presented their proposals at the City's Economic Development Committee on August 2, 2022; and

WHEREAS, at their August 2, 2022 meeting, the City's Economic Development Committee voted to accept the proposal from S.C. Swiderski and requested Staff to commence the appropriate negotiations to move their concept forward; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau approves advancing the proposal submitted by S.C. Swiderski for a mixed-use development in the north zone of the Riverlife District at approximately 1200 N. River Drive, including Lots 6, 7 and 8, and instructs City staff to begin negotiations to move the project concept forward.

Approved:

Katie Rosenberg, Mayor

To: Wausau City Counsel
From: Randy Fifrick, Economic Development Manager
Date: August 10, 2022
Re: Request for Proposals for Riverlife District (Lots 6, 7, 8)



The past May, the City of Wausau released a Request for Proposals (RFP) for mixed-use development in the north zone of its Riverlife District at approximately 1200 N. River Drive, including Lots 6, 7 and 8.

The City received two proposals for the properties. S.C. Swiderski proposed a seven-story, mixed-use building with 200 total residential units and a separated parking structure. The team of KG Development and J. Jeffers have proposed two four-story, mixed-use buildings with 156 total units and a 16-unit townhouse (172 total units).

Both development teams provided a presentation at the August 2nd Economic Development Committee Meeting on their project and answered questions from the Committee. After the discussing the proposals in closed session, the Committee voted (3-1) to accept the proposal from S.C. Swiderski and requested Staff to commence the appropriate negotiations to move their concept forward.

Both proposals can be found in their entirety in the [Economic Development Committee Packet](#) from the August 2nd Meeting.

RFP Response

Riverlife North Opportunity

City of Wausau



Contact: Jacqui McElroy
Director of Business Development
jmiller@scswiderski.com | 715-693-7823



Introduction

July 21st, 2022

City of Wausau
Katie Rosenberg, Mayor
Randy Fifrick, Economic Development Manager
407 Grant St.
Wausau, WI 54403

Dear selection committee,

S.C. Swiderski, LLC is pleased to submit this proposal for the Riverlife North RFP. Communities throughout the state are experiencing a shortage of quality housing and the desire for maintenance-free living is growing in demand by several demographic segments. SCS aims to fill this demand which enables communities to thrive. Adding more housing, modern floor plans, and maintenance free living options allows the community to attract and retain citizens who will work, shop, and contribute to the community.

S.C. Swiderski has a thirty-year history of successful residential development and property management. As one of the largest private property owners in the state of Wisconsin, we have the experience, capacity, and proven track record this project requires:

- Financial capacity to fund construction of the project as the sole owner and developer
- Approximately 1 billion dollars in current projects under construction and in development
- Proven process for research and planning of unit mix and that has achieved 98% occupancy on current rental portfolio
- Dedicated development team to plan, design, and coordinate with the City
- In-house design team that is consistently improving floor plans and building designs while creating additional designs to meet market demand
- Construction division to act as general contractor with experienced project management and site supervision
- Highly trained and experienced property management division

As a Wausau area business, our project team lives, works, plays, and volunteers in the Wausau community. We have a passion for the area and strong commitment to the long-term success of the project. We seek a partnership with the City and will foster open communication and collaboration throughout the project planning.

We believe our architecturally unique building will meet the city's Urban Design Guidelines, add value to the neighborhood and surrounding businesses, and compliment the existing uses while maximizing the property tax value. Thank you for your consideration.

Sincerely,



Jacqui McElroy, Director of Business Development
S.C. Swiderski, LLC



Table of Contents

1. About S.C. Swiderski
2. SCS Project Teams
3. Project Vision
4. Inspiration
5. Proposed Area Use
6. Proposed Site Plan
7. The Sterling
8. Design Inspiration
9. Renderings
10. Floor Plans
11. Alternative Energy
12. Successful Projects
13. Offer and City Participation
14. Development and Construction Timeline
15. Financial References
16. Municipal References
17. Developer Qualifications

About S.C. Swiderski



S.C. Swiderski, LLC is a privately held real estate, construction, and property management company formed in 1992 that specializes in multi-family and single-family projects. S.C. Swiderski, LLC is proud to be a regional leader in providing quality housing with professional service. As a fully integrated company, all areas of the business work together to deliver the *SCS Difference*. SCS designs, plans, constructs, owns, and manages its real estate portfolio. The company attributes its success to the ability to listen to tenants, focus on continuous improvement, develop its teams, and operate with integrity.

Headquartered in Mosinee, WI, the company expends many efforts to invest in Wisconsin communities. This year, as SCS celebrates its 30th anniversary, the company will donate a total of \$30,000 to local non-profit organizations throughout the state of Wisconsin, with recipients specifically selected by SCS employees as a way to give back to the communities they serve.

S.C. Swiderski, LLC continues to expand by investing in its people, processes, and properties. The company takes a long-term interest in cities by demonstrating innovation, quality, and pride that one can expect from a Made in Wisconsin certified company. SCS has fostered strong, long-standing relationships with local community members, lending institutions, and subcontractors, providing the best quality workmanship.

SCS has extensive experience in working with municipalities on the approval and delivery of housing projects. The company's collaborative approach fosters an environment of trust, with teamwork and problem-solving at the forefront. The company has completed all commenced construction projects 100% to plans in its 30-year history.

The company's mission is to use integrity, experience, and proven approaches in construction and real estate investment to deliver quality developments, while embracing responsibility to their customers.





SCS Project Team

COO and Board of Directors



Nathanael Popp
Chief Operating Officer

Bachelor of Science in Industrial Management | University of Wisconsin- Stout
WI Real Estate Salesperson License

Nathanael Popp is a licensed Realtor and contractor with over 20 years of construction experience. He managed his own construction company for 9 years and worked in several management positions before starting with S.C. Swiderski in 2016. He began overseeing operations in 2019 and was promoted to Chief Operating Officer in 2020. Nathanael's passion for leadership, strong work ethic, and attention to detail has facilitated an environment where his employees feel empowered to succeed.



Jacqui McElroy
Director of Business Development

Bachelor of Science in Marketing | St. Cloud State University
WI Real Estate Salesperson License

Jacqui McElroy began her career as a Realtor in the Twin Cities; she was named Top 30 Under 30 in the nation and was inducted into the RE/MAX Hall of Fame. She joined S.C. Swiderski in 2016 and was promoted to Director of Business Development in 2021. She plans and implements the company's growth objectives and strategic direction; Jacqui oversees real estate acquisitions and dispositions, architectural design, development, project approval, marketing, and public relations.



Tom Woller
Director of Construction

Tom manages the construction division. He has over 30 years of experience in construction and project management. Tom has filled the roles of superintendent, construction manager, and project manager at the company and has managed key projects such as Westwood Estates and Urban West in Wausau, WI. Tom's leadership style drives the division to new levels of success. He has a wealth of energy, enthusiasm, knowledge, and a drive for process improvement.

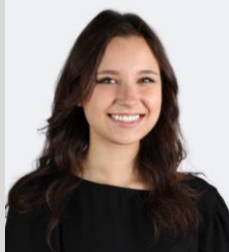
SCS Project Team



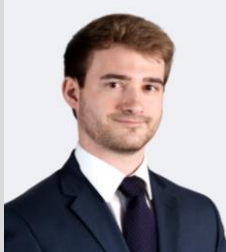
Development



Kortni Wolf
*Business
Development
Manager*



Madeline Check
*Development
Designer*



Nick Ockwig
*Design
Coordinator*



Connor Langbehn
*Acquisition
Coordinator*



Nate Heuss
Architect

Design



Dawn Keel
*Production Design
Manager*



Sierra Braun
*Architectural
Drafter*



Alison Baxter
*Architectural
Designer*



**Hadleigh
Baumann**
*Architectural
Drafter*



**Jeremy
Kurkowski**
Structural Designer



Bryce Miller
Structural Designer

Construction



**Jay
Trowbridge**
Excavation Manager



Rob Flegner
Sr. Project Manager



Kelsey Beasland
Project Manager



Kurt Rosenthal
Project Manager



Amber Keller
Field Manager

Project Vision

S.C. Swiderski's vision is to create an apartment community in the City of Wausau's Downtown Riverlife District that will serve as a statement piece as well as a cohesive addition to the natural beauty of one of the city's most desirable waterfront locations.

SCS Wausau is a proposed mixed-use development featuring the newly designed, 7-story Sterling building that presents 200 market rate apartments of varying sizes and floor plans. Offerings include studios, studio suites, 1-and-2 bedrooms, and penthouse suites. All apartment units have been handpicked from extensive area demographic research and extensive knowledge of the Wausau rental market. In addition to living space, the proposed project will feature 2 ground level commercial retail spaces; at grade, street, and parking ramp options for tenants, and amenities such as a well-appointed community center, conference room, yoga room, fitness room, tenant storage, tenant patio and grilling areas, and a rooftop terrace for the finest of outdoor gathering experiences.

7 studio and studio suite floor plans have been specifically designed for this coveted area of downtown, providing convenient and cost-effective living with an urban feel. These efficient layouts will compliment larger apartments offered in the nearby Apartments at Riverlife and widen the options for renters seeking to live in this prime location. As is the trademark of S.C. Swiderski's apartment communities, there is truly something for everyone with the addition of 1- and 2-bedroom apartments within the Sterling building, rounding out the diverse floor plan offerings. SCS Property Management staff will be on-site, providing the unparalleled tenant customer service the company is known for.

The Sterling building offers all-inclusive accommodations under one roof from exercise areas, meeting spaces, and social gathering fixtures. The addition of 2 future retail spaces for businesses such as a coffee shop, deli, or bakery will give residents convenient options within their home base. After taking a few steps outdoors, tenants will have access to a patio and grilling area specific to the Sterling, with the city's River's Edge Trail just feet away. The trail offers public access to kayak and boat launches, tables for picnics, bike racks, and fishing spots. A short stroll down the paved, public trail connects to Wausau on the Water for dining and entertainment. Residents can enjoy Riverlife Park or alternatively head south and take the bridge connection west, reaching Barker's Island and eventually Big Bull Falls Park. The walking path also provides further connection to area businesses such as the public library, restaurants, and retail favorites along the 400 Block. The summer farmer's market and Oak Park are also accessible on foot via River Drive.

The walkability of the area was a key consideration for this project and at the heart of the design layout. The opportunity to move through the city and along the river without vehicles is a special feature not every city can offer. Not only will the addition of market rate housing boost the commercial activity for the Riverlife District and the city as a whole, but it will also provide a place where residents can live, work, play, and build lasting memories in the Wausau community right here on its thriving urban waterfront.



- 7 Story Multi Family Building
- 200 Total Multi Family Units
- Studio, 1 Bed, 2 Bed, & Penthouse Unit Variations
- 5 Story Parking Structure
- 2 Retail Spaces (870 & 2229 sqft)
- Potential Sky Walk to Parking Structure
- Bike Parking



Multi Family Building

44 Ground Floor Parking Spaces

21 Exterior Lot Parking Spaces

Parking Structure

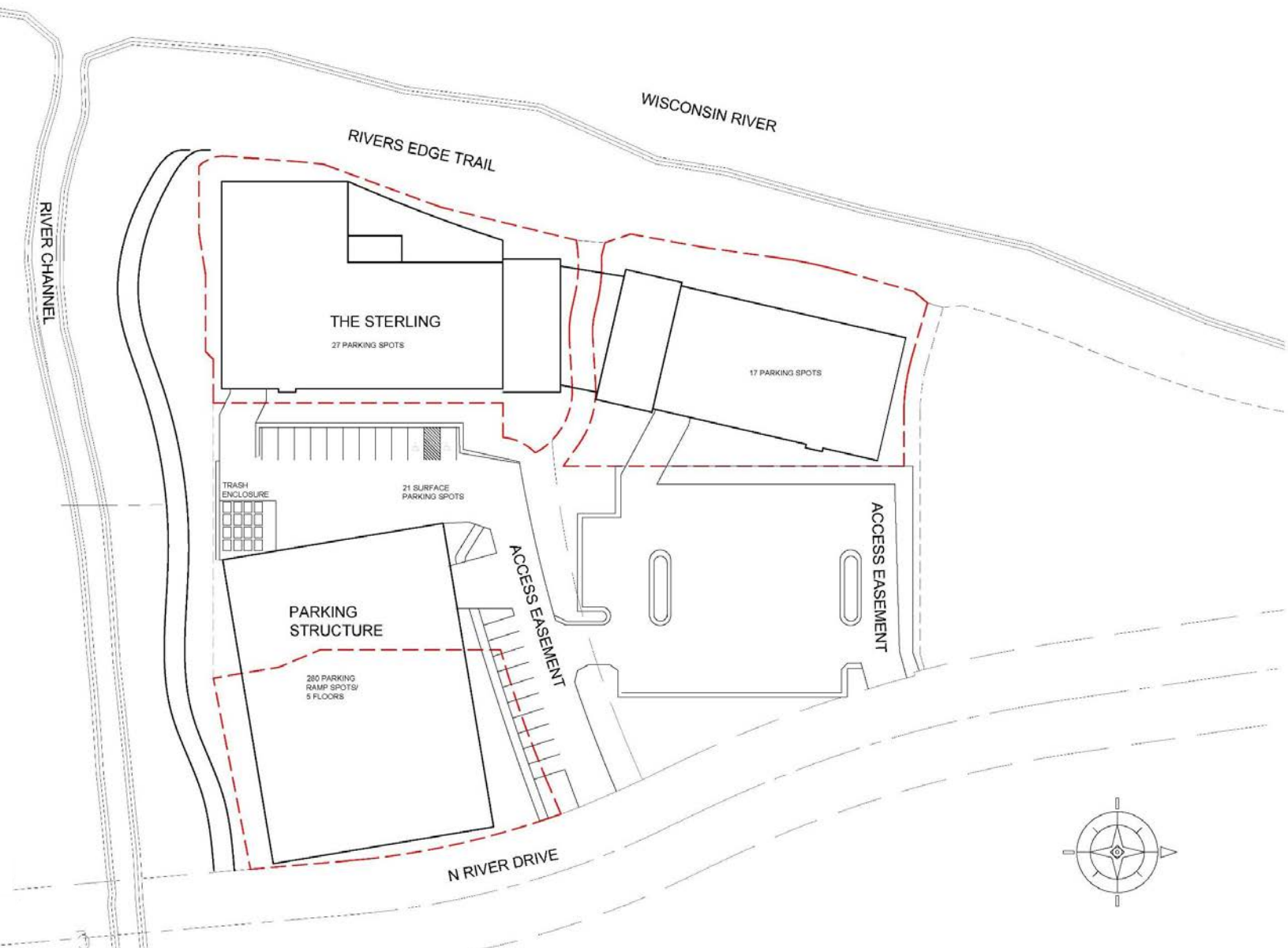
280 Interior Parking Spaces

SCS WAUSAU

Tenant Amenities:

- Rooftop Terrace
- Ground Level Patio/Grilling Area
- Electric Car Charging Stations
- Fitness Center
- Yoga Studio
- Community Rooms
- Conference Room

Proposed Site Plan



Multi-Family Information	
2 Bedrooms	18 Units
1 Bedrooms	36 Units
Studio Suites	70 Units
Studios	72 Units
Penthouse Suites	4 Units

Parking	
Combined Interior Parking	324
Surface Lot	21
Total Parking	345
Parking Per Unit	1.73

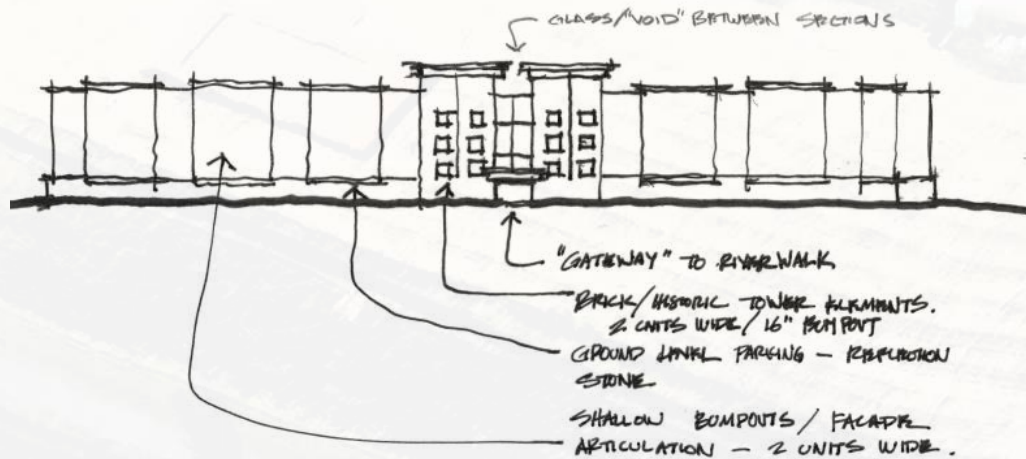
Retail Information	
Retail Space #1	870 Sq Ft
Retail Space #2	2229 Sq Ft

SCS Wausau – Site Statistics	
Total Units	200
Acres	2.06
Density (Units Per Acre)	97.09

The Sterling

The Sterling building was created by the SCS Design Team to tie together elements of Wausau's past and present with a look to its future. Wausau area designers collaborated on the concept and designed it to fit the unique size and shape of the site. S.C. Swiderski is proud to present the Sterling for your consideration and we would be honored to bring this concept to life in Wausau.

The Sterling building is split into two halves that are bisected by the walking path within the ground floor. This section of the building is connected with a curtain wall system, creating a magnificent view to overlook the Riverlife area and the Wisconsin River. On the façade of the building there are two tower structures at either end constructed of stone with connecting arches, mimicking similar elements of the pedestrian bridge.



The hand selected materials on the façade of the building serve to tie in the recognizable architectural features that are evident throughout the downtown area of Wausau. Red brick material has been chosen as a tribute to the shade of brick used throughout many pivotal Washington Square buildings. The arches throughout the Sterling building and the proposed parking structure were chosen to inspire connectivity and as an ode to the many arches visible on buildings such as the Jefferson Street Inn. The company's goal when designing the Sterling was to reflect and compliment Wausau's historical architectural history.



Design Inspiration

“This is such an amazing piece of property - with the river walk and the high visibility from Bridge Street. More and more people from within and outside the community are utilizing the riverwalk and dining at WOW. The path to the river trail was a focal point for us in the design process. In order to utilize the site to its full potential, we wanted to maintain the path while using both sections of the site, with the connection piece above the path taking advantage of the great views.” **Nate Heuss, Architect**



Original Design Sketch of the Sterling

“The Rivers Edge Trail Pedestrian Bridge is a monumental focal point for the entire Riverlife Development area. Our team was inspired by many of the elements showcased on this bridge and felt it should be emulated in our building design.” **Madeline Check, Development Designer**

“As a lifelong Wausau resident, I have fond memories of sitting with friends on the pedestrian mall in Washington Square eating ice cream from Michael’s. The Sterling’s open air walk through with surrounding retail space will create some of those same memories for others in the Riverlife District.” **Alison Baxter, Architectural Designer**



River's Edge Trail Pedestrian Bridge



Washington Square Pedestrian Mall

Exterior Renderings



Exterior view of the Sterling



View of The Sterling overlooking the Wisconsin River

Exterior Renderings



Birdseye view of SCS Wausau



Close up look at the walk through and future retail within the Sterling

Interior Renderings



1-Bedroom Apartment



1-Bedroom Apartment

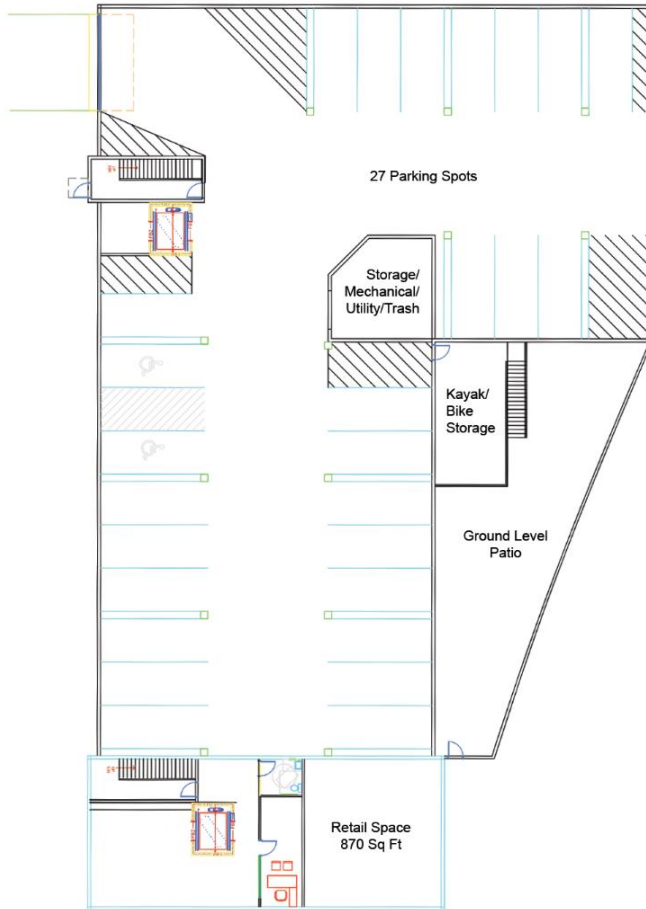
Interior Renderings



Studio Suite Apartment



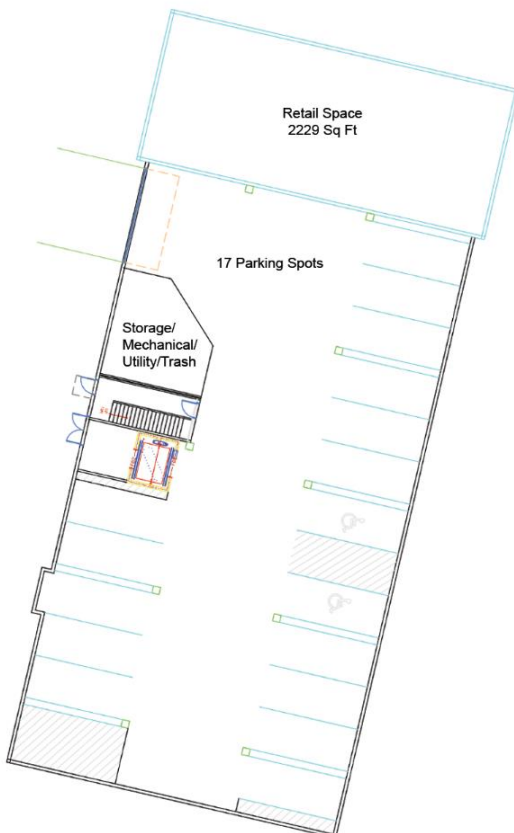
Studio Suite Apartment



Floor Plan

FIRST FLOOR

Leasing Office and Lobby
Retail Space 1
Parking





Floor Plan

SECOND FLOOR

(3) 2-bedroom
 (6) 1-bedroom
 10 studio suites
 12 suites
 3 community rooms

- Studio
- Studio Suite
- 1-Bedroom
- 2-Bedroom



Floor Plan

THIRD FLOOR

(3) 2-bedroom
 (6) 1-bedroom
 12 studio suites
 12 suites
 2 fitness rooms

- Studio
- Studio Suite
- 1-Bedroom
- 2-Bedroom



Floor Plan

FOURTH FLOOR

- (3) 2-bedroom
- (6) 1-bedroom
- 12 studio suites
- 12 suites
- 1 penthouse
- 1 yoga studio

- Studio
- Studio Suite
- 1-Bedroom
- 2-Bedroom



Floor Plan

FIFTH FLOOR

(3) 2-bedroom
 (6) 1-bedroom
 12 studio suites
 12 suites
 1 penthouse
 1 conference room

- Studio
- Studio Suite
- 1-Bedroom
- 2-Bedroom



Floor Plan

SIXTH FLOOR

(3) 2-bedroom
 (6) 1-bedroom
 12 studio suites
 12 suites
 2 penthouses

- Studio
- Studio Suite
- 1-Bedroom
- 2-Bedroom



Floor Plan

SEVENTH FLOOR

- (3) 2-bedroom
- (6) 1-bedroom
- 12 studio suites
- 12 suites
- 2 open air decks

- Studio
- Studio Suite
- 1-Bedroom
- 2-Bedroom

Parking

A preliminary site evaluation determined that underground parking was not a viable option due to a high groundwater table and environmental factors. The proposed site design provides for indoor parking at ground level within the building footprint and an external parking ramp that could potentially include an indoor “skylink” connection to the residential building.

Parking structure design considers many factors, especially with this unique parcel layout. The slopes of a parking ramp dictate the minimum allowances for the structure itself. At 124' x 170', the proposed ramp has the smallest footprint allowable for efficiency, while also keeping the number of levels as low as possible. To accommodate the size, the proposed 5-story structure utilizes a portion of the adjacent outlot. The thoughtfully designed residential building and adjacent parking ramp represent the highest and best use of the site and will meet the parking needs of its residents.



Parking Ramp Structure

Proposed Alternative Energy Options

S.C. Swiderski is continuously striving to improve energy consciousness by implementing new energy efficient strategies. Currently, the company utilizes high efficiency heating and cooling, energy star appliances, LED light fixtures, R50 insulation to conserve energy, and full-blown insulation in floor trusses, to name a few. Potential options for SCS Wausau include solar panels, pervious surfaces, and electric car charging stations.



Solar panels are a source of renewable energy, providing reduced energy bills and air pollutants, and are virtually maintenance-free.

Pervious surfaces provide a more efficient use of land development, reduce pollutants in runoff, and help replenish groundwater. These surfaces are designed to allow infiltration of storm water through the surface into the soil below where water is naturally filtered.



Electric car charging stations are Bluetooth and Wi-Fi enabled methods of charging electric cars. With the desire to be less reliant in gasoline, ownership of electric cars in the Wausau area has increased. SCS will be including charging stations for tenant use within the Sterling building.

Successful Redevelopment Projects



1901 E 14th St. Merrill, WI

SCS Fox Point

Acreage: 5.43

Type: Multi-Family

Estimated Completion Date: November 2022

of Units: 56

of Building Types: 4

of Buildings: 6

Financed by owner equity contribution and conventional loan



N6695 Riverview Dr., Black River Falls, WI

SCS Black River Falls

Acreage: 47.5

Estimated Completion Date: 2023

Type: Multi-Family and Storage

of Units: 96 Apts/113 Storage

of Buildings: 12

of Building Types: 5

Financed by owner equity contribution and conventional loan



1620 Old Hwy 51 Kronenwetter, WI

Pine View Estates

Acreage: 12.2

Year Completed: 2015

Type: Multi-Family

of Units: 87

of Buildings: 12

Financed by owner equity contribution and conventional loan

Successful Wausau Developments

S.C. Swiderski is an expert in the needs of the local market, with two hugely successful developments – Urban West and Westwood Estates - both with consistent 98% occupancy rates. The units chosen for the area were based on in depth, local knowledge.



1400 Westwood Dr. Wausau, WI

Westwood Estates

Year Completed: 2019

Acreage: 27.95

Type: Multi-Family

of Units: 80

of Buildings: 8

of Building Types: 2

of Floorplans: 6

Financed by owner equity contribution and conventional loan



1425 N 12th Ave. Wausau, WI

Urban West

Year Completed: 2019

Acreage: 2.605

Type: Multi-Family

of Units: 66

of Buildings: 1

Floorplans: 7

Financed by owner equity contribution and conventional loan

Offer and City Participation

S.C. Swiderski (“Developer”, “Company”) is prepared to offer \$400,000 for the purchase of lots 6, 7, and 8 and Outlot 4, with acquisition to take place at the conclusion of the developer’s due diligence period.

S.C. Swiderski, LLC is a privately funded company that functions without the assistance of investors. Construction will be funded by the company through owner equity and a construction loan. Construction, development, and financing costs have increased thirty percent across the board since the year 2020. To ensure project feasibility, SCS is requesting city participation in the project’s development, construction, and financing while it works to balance lot size, site parking, and environmental constraints. S.C. Swiderski plans to deliver a project value of \$45,000,000 to the City of Wausau and is requesting TIF assistance in the amount of 15% of the value. Final figures are dependent upon contractor proposals and scope of work and will be negotiated in good faith within the terms of a Developer Agreement. Once awarded the project, the Developer’s financial disclosures will be made available to the City of Wausau upon request.

Due to groundwater levels preventing the utilization of underground parking at this site, S.C. Swiderski, LLC proposes to construct, own, and maintain a 5-level parking structure designated for private tenant parking. The cost and maintenance of this structure contribute to the need for project TIF assistance as outlined above.

The proposed redevelopment of this site will involve many steps through the regulatory process with the WDNR to achieve project success and limit developer liability. S.C. Swiderski will actively participate in the brownfield site closure process during the course of the development project. As outlined in the RFP, the Developer will be responsible for submitting and obtaining approval for any required post-closure modification and soil management plans as the result of the proposed development, as well as submission of any required regulatory reports as part of the post-closure modification process.

S.C. Swiderski is committed to working with the City of Wausau to create a partnership throughout the planning and development of this project. As the developer, we are open to ideas and take a collaborative approach to bringing projects such as this to fruition.



Proposed Development and Construction Timeline

Proposed Development Schedule

- ❖ RFP awarded: **August 2022**
- ❖ Developer Agreement Negotiations: **September 2022**
- ❖ Real Estate contract/offer to purchase: **October 2022**
- ❖ Contract for environmental consulting, site surveying, and civil engineering: **March 2023**
- ❖ 30% plans due: **June 2023**
- ❖ Preliminary civil plan review with City: **June 2023**
- ❖ Final civil, stormwater, landscaping plans: **August 2023**
- ❖ Submit for Project Approval: **September 2023**
- ❖ Project Approval: **October 2023**
- ❖ Land purchase: **October 2023**

Proposed Construction Schedule Start: **1/16/2024** Finish: **7/1/2026**

- ❖ Project out to bid: **1/16/2024**
- ❖ Excavation to begin: **5/1/2024**
- ❖ 200 Unit Building: **7/8/2024 - 7/1/2026**
- ❖ Parking Ramp: **9/11/2025 - 1/15/2026**

Financial References

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Sr. Vice President

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James.Weix@associatedbank.com

Nicolet National Bank

Keith Baars

Senior Vice President

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Peoples State Bank

Darren Parker

Vice President/Commercial Banking

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Intercity State Bank

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Vice President

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Merchants Bank

Larry Accola

President

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ldaccola@merchantsbank.com

Walker & Dunlop

Dean Huber

Director of Capital Markets

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dhuber@walkerdunlop.com

Municipal References

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Planning & Development Director

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City of Merrill

David Johnson

City Administrator

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David.Johnson@ci.Merrill.wi.us

City of Niagara

Audrey Fredrick

Administrator

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afrederick@cityofniagara.org

Village of Marathon City

Andy Kurtz

Village Administrator

715-443-2221

akurtz@marathoncitywi.gov

Village of Plover

Steve Kunst

Community Development Manager

715-345-5250

skunst@ploverwi.gov

City of Waupaca

Andrew Dane

Sr. Economic Development Specialist

920-585-3593

ceddirector@cityofwaupaca.org



S.C. SWIDERSKI LLC

Developer Qualifications

S.C. Swiderski was formed in 1992 and is a privately held company with corporate headquarters in Mosinee, Wisconsin. The company has a sound business model and is unique in that it designs, plans, constructs, owns, and operates its real estate portfolio. The company attributes its success to their ability to listen to tenants, focus on continuous improvement, develop their team, and operate with integrity.

S.C. Swiderski has residential locations throughout the state and the company continues to expand by investing in its people, processes, and properties. S.C. Swiderski demonstrates innovation, quality, and pride that one can expect from a Made in Wisconsin certified company. The company embraces its Wisconsin roots and is committed to the communities and tenants that it serves.

The company has extensive experience in collaborating with cities and completing desirable residential projects.

Registered Corporations:

The company consists of five LLCs under private ownership of Shane and Sheila Swiderski.

- S.C. Swiderski, LLC created on July 31, 1998

- S.C. Swiderski Management Corporation created on January 12, 2015

- S.C. Swiderski Construction, LLC created on January 12, 2015

- S.C. Swiderski Land Company, LLC created on January 12, 2015
(DBA SCS Real Estate)

- SCS Transportation, LLC created on November 12, 2021

To date, there have been no debarments, suspensions, bankruptcies or loan defaults for any of the five entities.

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, August 2, 2022, at 5:15 P.M. | *Meeting called to order by* Henke at 5:15 P.M.

In Attendance

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

Member Excused: Sarah Watson

Others Present: Liz Brodek, Randy Fifrick, Tammy Stratz, Alder Doug Diny, Alder Gary Gisselman, Shannon Graff, S.C. Swiderski Team – Jacqui McElroy, Kortni Wolf, Connor Langbehn, Alison Baxter, Madeline Check, Chuck Ghidorzi, Mayor Rosenberg, Atty. Anne Jacobson, Anthony Kazee (KG Development Group), Jamie Gray (KG Development Group), Brian Loftin (J Jeffers & Co.) Alder Gisselman, Hannah & Justin Steege (Sugar ‘n Spice Cheesecakes)

Agenda Item 5 – Presentation on Riverlife RFP Responses (Fifrick, Brodek, representatives from J. Jeffers and S.C. Swiderski)

Proposals by

Agenda Item 6 – CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to review and recommendation of Riverlife RFP responses.

Rasmussen made a motion to move into closed session and read state statute. Roll call vote. Approved unanimously.

Agenda Item 7 – RECONVENE in Open Session to take action on Closed Session Items, if necessary.

Rasmussen made a motion based on discussion in closed session to accept the proposal from S.C. Swiderski, LLC. and direct staff to commence the appropriate negotiations for that plan. Motion Seconded by Lukens.

Passed 3-1 with Kilian being the dissenting vote.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Assumption of TIF #6 loan to Wausau World Market LLC by 4 Star Market located at 828 South Third Avenue.

Committee Action: Approved 4-0

Fiscal Impact: repayment of outstanding loan balance of \$80,874.00/forgivable loan \$10,000 balance

File Number: 15-0709

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒	No ☐	
	<i>Included in Budget:</i>	Yes ☐	No ☐	
	<i>One-time Costs:</i>	Yes ☐	No ☐	
	<i>Recurring Costs:</i>	Yes ☐	No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐	No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐	No ☐	
	<i>TID Source: Increment Revenue ☐ Debt Funds on Hand ☐ Interfund Loan ☐</i>			

WHEREAS, the City of Wausau, through Resolution #15-0709, authorized the utilization of TIF funds from TID #6 to Wausau World Market for the acquisition and rehabilitation of 828 S. Third Avenue, Wausau. The approved loan amount was for \$100,000 with a forgivable loan amount of \$25,000 with the stipulation of creating employment opportunities for low/moderate income households; and

WHEREAS, Wausau World Market signed a Development Agreement with the City of Wausau on August 1, 2015, and held its grand opening on May 7, 2016. Wausau World Market complied with the terms of the development agreement through April, 2021; and

WHEREAS, Wausau World Market sold the above-mentioned property through a Land Contract to 4 Star Market LLC without the approval of the primary lender, AbbyBank, the City of Wausau, nor MCDEVCO; however, since that transfer, 4 Star Market LLC has assumed and made the loan payments to all three creditors, successfully maintaining the business; and

WHEREAS, the primary lender commenced foreclosure proceedings against Wausau World Market LLC and has agreed to rewrite their primary loan to 4 Star Market for the existing balance after the Sheriff's Sale.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau approves assumption of TIF #6 loan to Wausau World Market by 4 Star Market LLC, upon their acquisition of the property following Sheriff's sale; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau approves an assignment to and assumption of the existing Development Agreement with Wausau World Market, LLC, by 4 Star Market for the continued ownership and management of the retail shops located at 828 S. Third Avenue and authorizes staff to execute the necessary documentation.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, August 2, 2022, at 5:15 P.M. | *Meeting called to order by* Henke at 5:15 P.M.

In Attendance

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

Member Excused: Sarah Watson

Others Present: Liz Brodek, Randy Fifrick, Tammy Stratz, Alder Doug Diny, Alder Gary Gisselman, Shannon Graff, S.C. Swiderski Team – Jacqui McElroy, Kortni Wolf, Connor Langbehn, Alison Baxter, Madeline Check, Chuck Ghidorzi, Mayor Rosenberg, Atty. Anne Jacobson, Anthony Kazee (KG Development Group), Jamie Gray (KG Development Group), Brian Loftin (J Jeffers & Co.) Alder Gisselman, Hannah & Justin Steege (Sugar ‘n Spice Cheesecakes)

Agenda Item 3 – Discussion and possible action on approving assumption of TIF loan from Wausau World Market to Four Star Market (Stratz)

Stratz reminded the committee about the TIF loan provided to Wausau World Market in 2015 to purchase and remodel the building on 3rd Avenue. Stratz explained it was successful for awhile but when Covid hit, and payments stopped. Stratz said staff reached out to the owner and mail was returned with a forwarding address in another state. It was discovered the legal owner sold the building and business to Four Star Market on a land contract which included a large cash down payment. Stratz continued, the sale was not relayed to any entity involved in the initial purchase nor were any of the entities agreeable to the transaction. Abby Bank foreclosed but the new owners continued making payments on behalf of the legal owner to the Abby Bank, the City and MCDEVCO and has steadily increased business. Stratz said the city received notification of a Sheriff's auction on occurring on 8/23/22 and the new buyer will either outbid Abby Bank to take over or Abby Bank will take over ownership and sell to Four Star Market. Stratz said however it occurs, Wausau and MCDEVCO would like to rewrite their respective mortgages with Four Star Market which is the only way the city would not lose out on the money.

Rasmussen motioned to grant the loan, seconded by Kilian.

Kilian spoke in support of the assumption of the TIF loan but asked if it was possible to identify protective measures in future agreements to protect the city from these situations in the future.

Stratz explained it's difficult when you provide Gap financing to be fully protected when in 2nd or 3rd place on a mortgage but did note the city's foreclosure rate is around 1-2%.

Lukens also spoke in support of the assumption of the TIF loan.

Approved unanimously, 4-0.

RESOLUTION OF THE FINANCE COMMITTEE

Approving contract with Granicus, LLC for website design and hosting services.

Committee Action: Approved 5-0

Fiscal Impact: One time fee of \$17,200 with annual maintenance in future years

File Number: 22-0806

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source Professional Services</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount:\$17,200</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount:\$6,848-\$8,389</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☒ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City desires to update its website to allow for greater control, improvement in functionality, ease of maintenance, and a greater focus on services available to the public; and

WHEREAS, Marathon County similarly desires to update its website; and

WHEREAS, the City-County Information Technology Commission (“CCITC”) in partnership with the City and the County issued a Request for Proposals for website design and hosting services in 2021; and

WHEREAS, Granicus, LLC was selected out of 13 proposals as the winning proposal as a result of its low costs, features, and experience in hosting over 5500 government websites; and

WHEREAS, the use of the same vendor by both the City and the County allows for better information sharing and simplified support; and

WHEREAS, your Finance Committee, at their July 12, 2022, meeting, discussed and recommends entering into a five-year contract with Granicus, LLC for website design and hosting services in substantially the same for as that attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the five-year contract for website design and hosting services with Granicus, LLC in substantially the same form as that attached hereto and made a part hereof and authorizes the proper city officials to execute the website design and hosting services contract.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday July 12, 2022 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Bob Barteck, Ben Bliven, Eric Lindman, Katie Rosenberg, Greg Seubert, Jamie Polley, Troy Krezine

Discussion and possible action on Master Subscription Agreement between the City of Wausau and Granicus, LLC for website design and hosting services

Rasmussen stated the city and the county are working together to find a firm to re-work both websites. Troy Krezine, CCIT, indicated the county has already approved and signed the agreement.

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

AGENDA ITEM
Enter contract with Granicus LLC for new City website.
BACKGROUND
City of Wausau and Marathon County expressed a need for a website that allows for greater control, improvement in functionality, ease of maintenance, and a greater focus on services available to the public. In 2021, CCITC in partnership with both the city and county, an RFP was posted. 13 proposals were received and evaluated. CCITC, City Of Wausau, and Marathon County selected Granicus LLC as the winning proposal as a result of their low costs, features, and experience in hosting over 5500 government websites.
FISCAL IMPACT
Year 1 pricing for site design, setup, migration of content, hosting, and licensing is \$17,200. Subsequent year pricing: Year 2 - \$6848 Year 3 - \$7327 Year 4 - \$7840 Year 5 - \$8389
IT RECOMMENDATION
It is the recommendation for the City of Wausau to enter the contract with Granicus LLC for the following reasons. • Both City and County will be using the same vendor, allowing for better information sharing and simplified support • Improved security – sites will be hosted by Granicus allowing less avenues of attack into both the City and County environments • Improved functionality – greater control of information and ability to respond quickly to post relevant information and alerts for the public to consume • Self-service - Reduced reliance on CCITC to make changes to the sites allowing for faster response to meet the needs of departments and city as a whole
Staff Contact – Troy Krezine 715-267-6718 troy.krezine@co.marathon.wi.us



Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the party procuring Granicus Products and Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

"Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").
 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client (or the users of the Granicus Products and Services provided to the City under this Agreement) for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
 - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.
 - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
 - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus; provided, however, nothing in this paragraph prohibits Client from marketing and selling City of Wausau logo items such as coffee cups, clothing, umbrellas and the like, or rain barrels under its rain barrel program. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

- 3.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 3.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 3.2.5.3. Data Obtained through the Granicus Advanced Network**
 - 3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
 - 3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
 - 3.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 3.3.4. Client must not use the Services as a door or signpost to another server.
 - 3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
 - 3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 3.3.7. Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. **Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

- 4.1. **Fees.** Client agrees to pay all fees, costs and other amounts, and on the schedule, as specified in the proposal which is attached hereto as a part of this Agreement. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. **Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, including without limitation, the Public Records Law, Wis. Stat. §§19.21 – 19.37, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws, including without limitation, the Public Records Law, Wis. Stat. §§19.21 – 19.37, and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

- 7.1. Agreement Term.** The term of this Agreement shall be five (5) years and shall begin on the date of the Agreement set forth below at the signatures of the parties to this Agreement, unless otherwise terminated as provided in this Section 7. Client's right to access or use the Granicus Products and Services will cease at the end of the Agreement term, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the initial five year term of this Agreement, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year. The price for each one (1) year Extension Term shall be the price of services provided under this Agreement for the year immediately preceding the Extension Term and increased by five (5) percent.
- 7.2. Effect of Termination.** Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1. The effect of a termination for cause is that both parties' obligations under this agreement, including the Client's responsibility for payment for services, ceases as of the date of termination.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination. Granicus shall refund any prepaid fees to Client in the event Granicus is the defaulting or terminating party. During the term of this Agreement, Client will have access to the CMS to extract all Client data and content in CSV format at no additional cost.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER GRANICUS, NOR CLIENT SHALL BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification and Insurance

9.1 Indemnification by Granicus. Granicus agrees to indemnify, defend, and hold harmless Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, losses, interest, liabilities, damages, costs and expenses (including defense costs and reasonable attorneys' fees) arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all claims, demands, losses, damages, costs, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the Agreement. In the event of such a Claim, if Granicus reasonably determines that the Products or Services supplied under this Agreement are likely, or are determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the Agreement, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement.

9.2 Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

9.3 Insurance:

During the term of this agreement Granicus shall, at its own expense, maintain and carry in full force and effect the following types and amounts of insurance coverage:

- a. Commercial general liability with limits no less than \$1,000,000.00 for each occurrence and in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Granicus under this Agreement;
- b. Professional liability insurance, covering technology errors and omissions with coverage of not less than \$1,000,000.00 per claim and in the aggregate. Must continue coverage for 2 years after final acceptance.
- c. Cyber Liability and Privacy insurance with \$1,000,000.00 per occurrence and in the aggregate. Coverage shall include coverage for: unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information and health information; and violation of any federal, state or local law or regulation in connection with the protection of information, including coverage for fines and penalties to the extent allowed by applicable law. If such policy is a "claims made" policy, all renewals during the term of this agreement shall include "prior acts coverage" covering at all times claims made with respect to Granicus's work under this agreement.
- d. Worker's Compensation and Employers Liability, if required by Wisconsin Law and in the minimum amount required by Wisconsin Law.

All policies shall comply with the following requirements:

- a. Be issued by insurance companies reasonably acceptable to Wausau with an A.M. Best rating of no less than A- and authorized as an admitted insurance company in the State of Wisconsin.
- b. Include the City of Wausau, and its officers, council members, agents, employees, and authorized volunteers as additional insureds.
- c. Prior to execution of this agreement Granicus shall provide the City with certificate(s) of insurance evidencing the coverage required in this agreement together with copies of additional insured endorsements or insurance policies.
- d. Granicus and/or insurer shall give Wausau thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the policies during the term of this agreement.
- e. All insurance shall be primary and non-contributory to any insurance or self-insurance carried by the City.

10 General

10.2 Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose,

including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

- 10.3 **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.4 **Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 10.5 **Severability.** In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6 **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7 **No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8 **Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.
- 10.9 **Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.10 **Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Marathon County, Wisconsin.
- 10.11 **Entire Agreement.** This Agreement, together with the Proposal (consisting of pages 1 through 7 which is attached hereto and made a part hereof) and the City of Wausau Request for Proposal (which is attached hereto and made a part hereof) together with all Orders or SOWs referenced herein, if any, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Granicus' Proposal; (3) the City's Request for Proposals;. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to

Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

10.12 **Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

10.13 **Public Records Law.** Granicus shall assist City in complying with any public record request in connection with this Agreement submitted to the City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.21 - 19.39.

(a) Client will notify Granicus of any request received under the Public Records Law related to this Agreement and it shall be the burden of Granicus to establish such requested records, materials, or information are exempt from disclosure under such law.

(b) In the event Client becomes involved in litigation due to Granicus' refusal of permission to release information identified as confidential or proprietary pursuant to the Public Records Law, Granicus agrees to indemnify, defend, and hold harmless Client for any costs, liabilities, damages, judgments, fines, attorneys fees, and expenses whatsoever associated with such litigation and any appeal thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Granicus

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

City of Wausau, Wisconsin

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

Attachment(s): Exhibit A (Proposal)



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE – EXHIBIT A

Order Form
Prepared for
Wausau, WI

Granicus Proposal for Wausau, WI

ORDER DETAILS

Prepared By: Bryan Kim
Phone:
Email: bryan.kim@granicus.com
Order #: Q-163896
Prepared On: 02/23/2022
Expires On: 03/31/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess – Website Design and Implementation – Innovator	Milestones - 40/20/20/20	1 Each	\$17,200.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
SUBTOTAL:			\$17,200.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess Essentials (Subject to Discount)	Annual	1 Each	\$0.00
SUBTOTAL:			\$0.00

Communications Cloud Tier:
for up to 25000 subscribers.

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
govAccess Essentials	\$6,848.00	\$7,327.36	\$7,840.28	\$8,389.09
SUBTOTAL:	\$6,848.00	\$7,327.36	\$7,840.28	\$8,389.09

PRODUCT DESCRIPTIONS

Solution	Description
govAccess Essentials	govAccess Essentials is a Software-as-a-Service (SaaS) solution designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Ability to send email notifications when publishing site updates, News, Calendar Events, RFP bids, or job postings; powered by govDelivery (includes access to Granicus Advanced Network) • Access to training webinars and on-demand video support library • Access to best practice webinars and resources • Annual strategic reviews with the Granicus team, including research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess – Website Design and Implementation – Innovator	govAccess Website Design and Implementation - Innovator provides a citizen focused website and includes: • UX consultation, which may include one (1) or more of the following: • One (1) site analytics report • One (1) heatmap analysis • One (1) internal stakeholder survey • Modular homepage wireframe based on predefined building blocks • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating image carousel (switchable at any time) • One (1) customer experience feature - Choose from Granicus' library that includes service finder or data visualization banner • Programming/CMS implementation • Migrate up to 200 webpages • Up to five (5) forms converted into the new CMS • One (1) day of web-based training

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

INTENTIONALLY LEFT BLANK

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Wausau, WI to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be eligible to request a basic redesign credit for one (1) govAccess main website after completing year four (4) of this uninterrupted five (5) year Agreement. Client must request the basic redesign credit prior to the end of the initial term. The redesign will be available after payment of the annual invoice for year four (4) of the Agreement. The basic redesign credit will only be available if there are no outstanding govAccess invoices at the time the request is made. Any termination of the Agreement prior to the end of the initial term renders the basic redesign credit offer null and void. Granicus will not develop a sitemap or new content as an included part of any free redesign work, but will assist the Client in transferring existing content into the new design. The basic redesign credit will be equivalent to either: A template selected from the then-current Granicus best practices library, or; A dollar credit not to exceed \$8,000.00 applied towards a custom redesign of one (1) existing main website
- In order to receive the first year pricing, Client's award must include all of the One-Time Fees, Annual Fees for New Subscriptions, and Remaining Period(s) outlined in this quote. The Agreement, Order Term, and Annual Fees begin upon the date of document signature or award. Payment of the One-Time Fee shall be paid according to the Billing Frequency Notes/Milestones set forth below. Subsequent Annual Fees for Remaining Period(s) will be due on each annual anniversary of the Agreement. Upon the Agreement's first anniversary, Client will be responsible for paying the Annual Fees listed for Year 2.
- Billing Frequency Notes (Milestones - 40/20/20/20): Payment of the One-Time Fee shall be as follows: An initial payment equal to 40% of the total; A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client; A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-163896 dated 02/23/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

Exhibit B: Help Desk Services and Availability

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)
Emergency Support is available 24/7

Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: subscriberhelp.granicus.com
- Email: subscriberhelp@granicus.com
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on four (4) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
Level 1	Emergency. Incident represents a total outage; the product is unavailable or not accessible for use	• govDelivery's admin.govdelivery.com is down or all sending is significantly delayed • govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware • govAccess website is unreachable by public users	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	• govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers • Site operational but govMeetings modular functionality is non-operational • govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code	Within four (4) hours of notification by the customer of occurrence

Level 3	Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	- govDelivery system not connecting to social media, single customer app/feature help, or database requests - govMeetings system files won't upload, or text not rendering - govAccess website works but there are problems with presentation	Within one (1) business day of notification by the customer of occurrence
Level 4	Low Impact. Incident that has a limited business impact and requests can be scheduled.	- Programmatic change to back-end or front-end to improve efficiency - Distribution of all patches and upgrades	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
 - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.

- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

SCHEDULED MAINTENANCE

govDelivery. Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.

govMeetings. Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

govAccess. Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

govService. Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

All Solutions. Notifications and additional scheduled maintenance will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.

HARDWARE REPLACEMENT

For hardware issues requiring replacement (where applicable), Granicus shall respond to the request made by the customer within one (1) business day. Hardware service repair or replacement will occur within four (4) business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the customer informed regarding the time frame and progress of the repairs or replacements.

REQUEST FOR PROPOSAL



City of Wausau and Marathon County Website Refresh

PROPOSALS MUST BE RECEIVED

NO LATER THAN 4 P.M., CDT, Friday, October 15, 2021

FOR FURTHER INFORMATION, PLEASE CONTACT THE PROJECT MANAGER:

Troy Krezine

CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION

407 GRANT STREET

WAUSAU, WI 54403-4783

(715) 261-6700

Request for Proposal Table of Contents

- I. Solicitation
- II. Desired Outcome and Requirements
- III. Instructions for Responding to this RFP
- IV. Required Contractual Conditions

I. Solicitation

The City-County Information Technology Commission (CCITC), which provides IT services to Marathon County, the City of Wausau and North Central Health Care, is requesting proposals for new websites for the City of Wausau and Marathon County as well as some connected websites.

CCITC reserves the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to CCITC. The contract shall be awarded in accordance with the terms and conditions of the procurement codes for the city and county. This solicitation may be canceled if doing so is determined to be in the best interests of CCITC. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

A. Schedule of Events

- i. RFP Released September 16, 2021
- ii. Proposal Due Date October 15, 2021
- iii. Evaluation Period October 18 – October 29, 2021
- iv. Contract Negotiation November 8 – November 22, 2021
- v. Contract Signed December 6, 2021

B. Evaluation of Proposals

The evaluation of proposals will be based on the following (sequence does not imply importance):

- i. 20% Cost up front and costs ongoing
- ii. 40% Fit with requirements and environment
- iii. 15% Record of performance on similar project
- iv. 15% Project approach and proposed schedule
- v. 10% Firms economic and technical resources

II. Desired Outcome and Requirements

A. Primary purpose

- i. Provide the City of Wausau and Marathon County with modern websites and functionality that allows less manual effort to maintain, secure, and is extensible

B. Project Drivers

- i. Provide intuitive, easy-to-use interface for content contributors to create/update web content.
- ii. Functional, appealing, service-based, and responsive website design that allows easy access from all devices, with a focus on mobile design (phone and tablet).

- iii. Leverage newer technologies to improve search, navigation, and self-service such as knowledge base/AI and chatbot functionality.

C. Sponsors and Team

i. Project Executive Sponsors

- 1. Katie Rosenberg – Mayor, City of Wausau
- 2. Lance Leonhard – County Administrator

ii. Project Team

- 1. Troy Krezine – IT Manager
- 2. Subject Matter Experts at CCITC, the City of Wausau and Marathon County

D. Project Scope

Note: Page Counts do not include Admin pages or 'Individual' Announcements or Calendar Items

i. Sites in scope Marathon County

- 1. Marathon County (MAR)
 - a. <https://www.co.marathon.wi.us/>
 - b. Current Published site - 744 Pages
 - c. New Site – 350 pages
 - d. Storage – 12 GB
- 2. Website for Marathon County and surrounding counties
 - a. <https://www.imcentralconsortium.org/>
 - b. 39 Pages
 - c. Storage – 1 GB
- 3. City County IT (CCD) -
 - a. <https://www.citycountyit.org/>
 - b. 11 Pages
 - c. Storage – 1 GB
- 4. Wisconsin Central Time News
 - a. <https://wisconsincentraltimenews.com/>
 - b. 4 Pages (plus articles)?

ii. Sites in scope City of Wausau

- 1. City of Wausau (WAU) -
 - a. <https://www.ci.wausau.wi.us/>
 - b. 439 Pages
 - c. Storage 9 GB
- 2. Wausau Community and Economic Development (CDV)
 - a. <https://www.wausaudevelopment.com/>
 - b. 82 Pages
 - c. Storage – 1 GB
- 3. Riverview Terrace (CDV/CGA?)
 - a. <https://www.riverviewterracewi.com/>
 - b. 7 Pages
 - c. Storage – 1 GB

E. General Website Requirements for all sites

- i. All sites will be rolled into 2 larger sites: one for Marathon County and one for City of Wausau
- ii. All specified content from existing sites must be migrated to new sites including historical documentation, agendas, minutes, forms, pictures, video as required by open record laws
 1. If contract has limit on what vendor will migrate specify limits and what is included with contract
- iii. High Level Features requested
 1. Vendor platform should have the following standard features of a modern CMS (features may be called out in detail below)
 - a. storing
 - b. application marketplace
 - c. indexing
 - d. custom and supplied content templates
 - e. search and retrieval
 - f. format management
 - g. revision control
 - h. access control
 - i. publishing
 - j. reporting
 - k. SEO-friendly URLs
 - l. social media integrations
 - m. customizable templates to manage content presentation
 - n. permission-based access control
 - o. user and group functionality
 - p. content organization structures, e.g. hierarchy and taxonomy
 - q. content virtualization
 - r. versioning, approvals, and workflow management
 - s. collaboration platform
 - t. delegation between user groups
 - u. multilingual support
 - v. integrated file managers
 - w. integrated audit logs
 - x. install and upgrade wizards
 - y. compliance with website and accessibility standards
 - z. functionality across several user platforms – including mobile devices and major browsers (Chrome, IE, Safari, Firefox, etc.)
- iv. Cloud Hosted / SaaS is required
- v. Site design must assist to meet and maintain ADA requirements. - minimum AA grade (Chapter 5 - Website Accessibility Under Title II of the ADA, and Section 508 of the Rehabilitation Act)

F. Environments

- i. Vendor will create at minimum 2 environments for each site (Test/Stage and Production)
- ii. Defined process delivered that allows Stage to Prod and Prod to Stage to ensure environments content and changes can be promoted to production, and if necessary, Stage over-written with Production to ensure Staging is consistent

G. Support for Search Engine Optimization / Analytics

- i. Website Analytics: Google analytics must be integrated site wide.
- ii. Currently our web site has excellent search rankings; usually leading visitors to our site within the first few results listed. We desire to maintain or surpass our current positions.
- iii. The site must be built to be easily crawled by search engines and place a strong emphasis on SEO.
- iv. The CMS must include the ability to alter title tags, keywords, meta descriptions, alt tags, and headers.

H. Calendar Support

- i. Calendaring system that provides for multiple individual calendars that can also be rolled up into one calendar or stand alone
- ii. Calendars should have options for different views
- iii. Focus on ease of use for users
- iv. Ability to access meeting packets, meeting links and associated data for calendar events
- v. Ability to download ICS for import into personal calendar

I. Editing

- i. Provide necessary templates to allow content contributors to easily create the various content types required for the site
- ii. Ability to version content and revert to prior versions
- iii. Ability to stage and expire content by date and time
- iv. Site Administrators have the ability to add new pages and add to website navigation while maintaining ADA compliance and maintain consistency
- v. Editing of content should be controllable to ensure ADA compliance
- vi. Automated expiration of content and notifications on removal

J. Email And Communications Management

- i. Website should provide visitor with the ability to subscribe and unsubscribe to a variety of opt-in email lists, such as email newsletters, announcement lists, or discussion groups.
- ii. Ability to integrate lists with marketing services such as Constant Contact or MailChimp
 - 1. If support for 3rd party marketing services is not included, vendor will break out costs associated with the services offered

2. Vendor will post all pricing for different tiers of usage for email and SMS outgoing communications
- iii. Ability to subscribe via SMS and Email to any committee, council, board or task force so that subscribers receive notice of meetings, changes to meetings, Agendas, Packets, minutes, and Webex and video streams as they are posted
- iv. Ability to send out email blasts to distribution list.
- v. Ability to integrate with Everbridge for alerts
- vi. Ability to easily post emergency notices to the homepage (global banner to all child pages)
 1. Needs to be quick and easy
 2. Mobile enabled

K. Images and Video

- i. Centralized image and photo libraries for managing website assets
- ii. Support for Youtube iFrame to show our videos on the site without hosting content
- iii. The ability to have the system automatically resize images and photos into web-friendly sizes -- Preferably during the upload process.
- iv. The ability to create thumbnail images of photos and images automatically without using its full size.
- v. The ability to create photo albums/galleries that can be embedded into webpages.
- vi. Provide the ability to attach captions to photos.

L. Integrations

- i. Where applicable integrate with Workday ERP or provide links to Workday portal for services engagements
- ii. Ability to integrate with Laserfiche Forms via SDK or API
- iii. Integrate with Taleo (Job Posting)
- iv. Integrate with Point and Pay payment systems for purchasing permits, maps and marketing items
- v. Ability to embed other sites/applications into the website (iFrame).
- vi. Restful or SOAP API in JSON preferred or XML formats
- vii. Allow access to other sites hosted in our data center or online without leaving City or County site to provide seamless browsing experience to users
 1. <https://ascent.co.marathon.wi.us/AscentLandRecords/PropertyListing/RealEstateTaxParcel#/Search>
 2. <https://maps.co.marathon.wi.us/Html5Viewer/index.html?viewer=ExternalMapsNew>
 3. <https://secure.rec1.com/WI/marathon-county-parks-recreation-and-forestry/catalog>

M. Language Support

- i. Sites should allow for multiple language translations (Google Translate)

N. Adaptable custom form workflows

- i. Custom forms can be created on site

- ii. Input from forms should be available to start other processes or notifications to departments (API integrations)

O. Forms

- i. Provide the ability to create data entry forms that send email notifications or API puts/gets
- ii. Provide the ability to create data entry forms that update an internal database
- iii. Provide the capability of creating online surveys
- iv. Provide the ability to process payments tied to forms. Several payment gateways are in use and changes with Workday ERP will be implemented
- v. Provide workflow engine to route forms for approvals
- vi. Provide reporting on forms submissions with security so that only staff in the department using specific forms see reports on their form submissions.

P. Security

- i. Single Sign-On connecting to existing Azure Active Directory (SAML)
- ii. Two-Factor Authentication
- iii. Multi-tiered security to allow for different roles and responsibilities among users down to individual content sections to ensure content can only be changed by authorized users
- iv. Sites will need to comply to all security standards including but not limited to HIPAA, PII, PCI, CJIS
- v. If encryption at rest is available for data types that require, please note that in RFP response

Q. Search, Virtual Assistants, Knowledge Base

- i. Chatbot/Virtual Assistance
- ii. Embedded Knowledge base
- iii. AI for improving navigation and self-service
- iv. Search engine that stays within the boundaries of the site and approved embedded sites to ensure results do not re-direct

R. Training

- i. The proposal must include the billable rate and an estimate of the time necessary to train content editors
- ii. If training is included, please disclose all included training

S. Support and included updates

- i. Annual maintenance fees must be disclosed and include:
 - 1. Costs of storage provided and limits under plan tier.
 - 2. Annual hosting fees. If tiered, description of costs for each.
 - 3. Design refreshes included. If any, typical interval implemented.
 - 4. Costs associated with maintaining security and compliance.
 - 5. Billable hourly rate for support over agreed implementation costs.
 - 6. Description of what work is billable and what is under support.

T. Retention

- i. Documents on site must be retained under applicable laws and regulations (7 years for meeting, agenda, minutes and packets)
- ii. Vendor should have a mechanism for removing content based upon date and other rules, or process that reports on content that has expired

U. Support SLAs and Uptime agreements

- i. State what your uptime SLA is.
- ii. State what your RTO and RPO are for hosted sites.
- iii. State SLAs for responding to support issue/tickets. If based upon severity, please include each severity level and corresponding SLAs.
- iv. State what your standard support business hours are.
- v. State what after business hours support options are and if there are additional costs.
- vi. Please describe maintenance downtime, length, and typical frequency of these activities (monthly, quarterly etc.).

V. Back-ups

- i. Vendor should exhibit the ability to be highly available and sites recoverable

W. Disaster Recovery

- i. Describe your proposed DR approach.

X. Systems Architecture

- i. Vendor Supplied – Not in scope

Y. Documentation

The offeror shall provide user documentation including, but not limited to:

- i. Detailed system training manuals which thoroughly explain setup, use and maintenance of the system.
- ii. If on-premise only: Installation instructions for all software components, including client computers, network servers, peripheral devices, instrumentation, databases and any other contractor supplied utilities or existing customer assets which are required for the solution

Z. Warranty

The contractor must provide a one (1) year warranty period which will begin when the system is accepted by CCITC. The contractor shall warrant all software provided to be free of defects during this one-year period. Any repairs or "bug fixes" required during this period will be made at no expense to customer.

AA. Project Management

The proposal should include what your experience has shown to be a realistic delivery and implementation schedule. The schedule should not be dated but should break out the implementation schedule in terms of weeks following contract signing. The schedule should show periods of performance and milestones for deliverables. Tasks to be

performed by you, as well as by CCITC, should be specifically stated and included in the schedule.

BB. Contract Terms and Conditions

Standard contract terms as outlined in Exhibit A shall be incorporated into the final agreement between CCITC and Requestor, if those terms are applicable.

III. Instructions for Responding to this RFP

A. Executive Overview

Provide a synopsis of the proposal. The synopsis shall contain a brief statement of the features of the proposal. It should include an overall cost summary and general recommendations and conclusions.

B. Main Content

Detailed explanation of solution including how each requirement will be met.

C. Costs

D. Corporate Data

Furnish a detailed background of your company's experience providing these services. Finalists may be required to furnish the company's most recent annual report and the last two years annual financial statements for proof of financial solvency.

E. Contact Person

Provide the name and phone number of the person to whom the CCITC staff should address questions about the proposal.

F. References

- i. Provide at least three (3) customer references with whom you have contracted or for whom you have performed similar services. If similar services were performed in Wisconsin, identify other projects by your firm or third parties that have not been specifically addressed elsewhere in your proposal.

G. Responsibility

- i. It is the responsibility of all proposers to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. If you discover any ambiguity, inconsistency, or error in the RFP, you must notify Troy Krezine, City-County Information Technology Commission, 407 Grant Street, Wausau, WI, 54403-4783 in writing. Only interpretations or corrections of the RFP made in writing by the CCITC are binding. You shall not rely on interpretations or corrections made in any other way. All requests for interpretations or corrections must be received by the CCITC no later than ten days prior to the deadline for submitting proposals. Request for interpretations and responses will be sent to all vendors obtaining the proposal documents.

H. Submission of Proposals

- i. An electronic copy of all proposal materials should be included on a Thumb Drive.
- ii. RFP responses will be required to have separate responses and estimates for the City of Wausau websites, and a separate response and estimates for Marathon County Websites
 1. Each entity must be treated separately for all responses related to this RFP
- iii. The proposal must be received by the CCITC by 4:00 p.m. CDT on Friday October 15, 2021. Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected. It must be addressed to:

Troy Krezine - Project Manager
Troy.Krezine@co.marathon.wi.us
Project Title: City County Vendor Website Redesign
City-County Information Technology Commission
407 Grant Street
Wausau, WI 54403-4783
(715) 261-6718
- iv. The following notation must appear in the lower left-hand corner of the envelope or other container: City/County Website Redesign.

I. Liability for Response Development

CCITC is not liable for any costs incurred in responding to this RFP or in any presentation.

J. Restrictions of Proposals

Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become the property of CCITC. This Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, the CCITC will notify the proposer of any request for such documents and shall defend non-disclosure of the documents as allowed by law. The proposer shall cooperate with CCITC in any such defense and agrees to indemnify and hold CCITC harmless for any costs of such defense.

K. Costs

Respondents must provide itemized and total costs of proposed services.

- i. Itemized costs should include but not be limited to:
 1. Software license
 2. Site configuration
 3. Data conversion
 4. Training
 5. Annual Support/Maintenance
 6. Customizations
 7. Travel - if applicable

- ii. Vendor should itemize pricing for individual modules that may or may not be selected

L. RFP Exceptions

Requestor shall include a specific and clear section titled RFP Exceptions that shall identify each and every item in the RFP to which Requestor is not able to meet in total or in part.

Exhibit A - Required Contractual Conditions

The contractual terms and conditions outlined below shall be included in any agreement between CCITC and Offeror unless CCITC determines that a specific term and condition is not applicable.

1. Separate contracts will be provided for the City Of Wausau, WI, and for Marathon County, WI
2. Offeror shall provide to CCITC copies of any proposed contracts and agreements.
3. Each contract will state clearly that the RFP and the vendor's RFP response are all included as part of the agreement.
4. Each contract shall be governed by the laws of the State of Wisconsin.
5. All products generated as a result of this RFP and resulting contract shall become the sole property of Marathon County, City of Wausau and CCITC
6. The successful offeror shall not assign any part of its interest in any resulting agreement without the prior written consent of CCITC. Any assignment of the contract or of a subsequent service agreement must allow for Marathon County, City of Wausau, and CCITC to terminate the agreement within 90 days of assignment with no penalties to Marathon County, the City of Wausau, and CCITC.
7. Software maintenance increases shall be limited to no more than CPI+1% over the previous year.
8. There will be performance penalties agreed to during contract negotiations which will penalize the vendor if milestones are not met on time or scope. If offeror cannot agree in principle now to these penalties, this must be clearly identified in the RFP exceptions section of offeror's response.
9. Any license granted pursuant to this RFP and subsequent agreement must allow and include a license to use and the costs to set up a test environment
10. The resulting contract shall define a Final Acceptance date the date after go-live by which all critical and significant issues are to be resolved.
11. Any software maintenance shall have the first year included.
12. Software maintenance starts at Final Acceptance – not installation or the go-live dates.
13. The successful offeror will specify in the contract that the product will be sold and supported for at least 3 years from purchase

14. PCI Compliance – If the solution offers credit card payments, or partners with third party for credit card payments – explain your PCI security practices, provide the most recent audit showing PCI compliance and identify your method to have your environment certified annually.
15. The contract will specify that CCITC will be provided all of our data in a csv format at no cost within 5 business days of us requesting it when the contract is terminated, plus at least once annually (so that the export is tested annually). If applicable, photos will be in jpg format, videos in mp4 format, and audio in an industry standard format (not AAC).
16. The contract will specify that we will be notified of any information breach in the vendor's network within 48 hours, regardless if it is on our servers or on other customers'.
17. Incurred Expenses: There shall be no express or implied obligation for the CCITC to reimburse Respondents for any costs or expenses incurred in preparing Proposals in response to this RFP, and the CCITC will not reimburse Respondents for these costs or expenses, nor will the CCITC pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The CCITC is not responsible for any cost(s) incurred by a Respondent in preparing and/or submitting a Proposal in response to this RFP. The CCITC will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and Services.
18. Ownership of Data and Transition: Any and all CCITC, City, and County data stored on the Contractor's servers or within the Contractor's custody, is the sole property of the CCITC, City, and County. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy, or reproduce the CCITC, City, and County data in any manner, or provide to any entity or person outside of the CCITC, City, and County without the express written authorization of the CCITC, City, and County.
19. The contract will specify that the solution will have a security audit annually and that the report will be provided to CCITC within 1 month of receipt at no charge. The report will also include the vendor's plans and schedule to mitigate any issues identified. The vendor will keep us informed of the resolution of the identified risks at least every month until resolved.
20. Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.
21. The payment structure will be no more than 20% of the license up front. The Respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. CCITC will withhold retainage from each milestone, with final payment of 30% being made upon Final Acceptance of the system by CCITC.
22. Taxes: CCITC, Marathon County, and City of Wausau, and their respective departments, are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

23. Insurance Requirements: Offeror shall not commence work under any agreement until all insurance required is obtained, , nor shall offeror allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

- a. Offeror shall maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, offeror shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by offeror.
- b. General Liability, Professional Liability and Property Damage Insurance. Offeror_ shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by offeror, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
 - Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
 - Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.
 - Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
 - Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.
- c. CCITC reserves the right to require higher or lower limits where warranted.
- d. Proof of Insurance: Offeror shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Offeror meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager for approval prior to the execution of any resulting contract. Upon renewal of the required insurance, and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name Marathon County as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

24. Cancellation/Termination: CCITC shall reserve the right to:

- a. Nonappropriation of Funds: Cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- b. Terminate this contract, for CCITC's convenience, at any time by a notice in writing from CCITC to offeror by certified mail. If the Contract is terminated by CCITC as provided herein, offeror shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of offeror covered by this Contract, unless payments of compensation have previously been made.
25. Contract Modifications: The scope of the services to be performed under any resulting Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent CCITC from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from offeror hereunder. Furthermore, this amendatory provision shall not operate to prevent CCITC from canceling any of the services not yet performed or any deliveries not yet made at the time notice is given to offeror of the cancellation of such services or portion of the work to be performed hereunder.
26. Patent Infringement: Offeror shall guarantee any articles provided were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein shall not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against CCITC (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
27. Public Records Access: CCITC, Marathon County, and the City of Wausau are subject to the Wisconsin Public Records Law. It is the policy of these entities to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.
28. Proprietary Information: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is offeror's responsibility to defend the determination in the event of an appeal or litigation.
- a. Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of CCITC.
 - b. Any material submitted by offeror in response to CCITC's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that

particular information. Proposal prices cannot, under any circumstances, be held confidential.

- c. In the event CCITC becomes involved in litigation due to offeror's refusal of permission to release information identified as confidential or proprietary, Offeror agrees to indemnify, defend and hold harmless CCITC for any costs associated with said litigation.

- 29. Confidentiality of Data: In the event work conducted under this contract requires offeror to have access to CCITC's databases via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, offeror agrees to keep all such data confidential and to execute any reasonable agreement to assure CCITC that offeror will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon offeror or its agents, employees, successors, assigns or subcontractors. offeror shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by offeror, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.
- 30. Promotional Advertising/News Releases: Reference to or use of CCITC, the City of Wausau, Marathon County, any of their departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of CCITC. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization.
- 31. Mutual Hold Harmless/Indemnification: Offeror shall agree to release, indemnify, defend, and hold harmless Marathon County, the City of Wausau, and CCITC, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Offeror's officers, officials, employees, agents or assigns.
- 32. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 33. Gratuities and Kickbacks: It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

34. Dispute Resolution: If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

35. Independent Contractor Status: The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Marathon County. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of CCITC, the City of Wausau, or Marathon County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by CCITC on behalf of the Contractor. Neither Marathon County nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venturer with, or partner of, CCITC.
36. Non-Debarment Clause: Offeror hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Offeror further agrees and certifies that this clause shall be included in any subcontract of this contract. CCITC also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.
37. Statement of Compliance: Offeror will agree that it has carefully reviewed CCITC's required contract language, as set forth in the Request for Proposal pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold

harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.

38. Waiver/Severability: No waiver of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.
39. Response to Open Record requests during the RFP process - Sec. 3.05(2)(d), of the Marathon County Procurement Code, provides that: "No proposal shall be handled so as to permit disclosure of the contents of any proposal to any competing offerors during the process of negotiation. "Upon completion of contract negotiations, the contents of proposals, ranking tabulations of proposals and the register of proposals, kept by the county's purchasing agent, shall be made available for inspection upon request. In accordance with sec. 3.05(2)(f), Procurement Code, Marathon County reserves the right to commence negotiations with one or more offerors whose proposals it deems to be most advantageous to the county. Only the identity of those offerors shall be subject to disclosure to competing offerors prior to completion of negotiations. However, Marathon County reserves the right to negotiate with any offeror at any time within the time specified for the validity of offers or proposals.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget for the Torney Avenue Project

Committee Action: Approved 3-0

Fiscal Impact: \$199,351

File Number: 21-1109A

Date Introduced: Aug 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$ 639,639</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: \$240,288</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$200,000</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount \$199,351 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS, the low bid on the Torney Avenue reconstruction was \$639,639 including: street \$266,376, stormwater \$132,975, water \$116,578 and sanitary sewer \$123,710; and

WHEREAS, the street and stormwater components received CDBG funding of \$200,000; and

WHEREAS, the water and sanitary will be funded by the utility; and

WHEREAS, your Finance Committee reviewed and recommends a budget modification to finance the street and sanitary shortfall by increasing the 2022 debt issuance:

Increase	Proceeds from Notes	140-300289120	\$199,351
Increase	Street Reconcstruction	140-300298232	\$66,376
Increase	Stormwater	140-300298250	\$132,975

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

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday May 24, 2022 @ 5:30 pm., Council Chambers

Members Present: Michael Martens (VC), Carol Lukens, Sarah Watson

Members Excused: Lisa Rasmussen, Doug Diny

Others Present: Maryanne Groat, Jeremy Kopp, Matt Barnes, Liz Brodek, Anne Jacobson, Eric Lindman, Katie Rosenberg, Tammy Stratz, Bob Barteck (via WebEx), and Mary Goede

Discussion and possible action regarding budget modification - shortfall Torney Avenue Street Project

Maryanne Groat Explained the Citizens Advisory Committee -CDBG goes through and establishes a budget for the entitlement funds and every year they try to provide a project that is in a low to moderate income neighborhood for public services, such as streets or street lighting. They had targeted Torney Avenue and budgeted \$200,000 for it. She indicated they have not put it out for bid yet but based on the bids we've received for other street projects they are expecting it will be between \$150,000 - \$175,000 over budget. This is due to the rising construction costs as well as fuel and oil costs. She stated the options are to reprogram \$100,000 of Homeowner Rehab funds to help fund this project or include this in the 2022 debt issuance with a \$26,000 impact through interest over 10 years. She noted the city generated a profit in 2021 and another option would be to use some of those proceeds. She noted they were hoping to bid this out in June.

Motion by Watson, second by Lukens to use \$175,000 from the 2021 surplus to fund the budget shortfall for the Torney Avenue Street Project. Motion carried 3-0.



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: May 19, 2022

RE: Torney Avenue Reconstruction

Community Development Block Grant Advisory Committee and Common Council established CDBG funding of \$200,000 for the reconstruction of Torney Avenue. Engineering staff have recalculated the project costs based upon other 2022 street project bids and expect to be about \$150,000-\$175,000 over budget. This is due to rising construction costs and skyrocketing fuel and oil costs. Engineering expected to bid the project in June.

The city can delay the project or consider other funding sources for the shortfall.

Possible sources include:

- Partial Funding by reprogramming \$100,000 homeowner rehabilitation funds. This reduces the amount available to serve low to moderate income families.
- Increase the 2022 debt issuance for the shortfall. This will increase future debt service and interest expense over 10 years at 3% interest is \$26,000.
- Use 2021 profit of to fund the project shortfall.

Engineering staff and Community Development staff will be available at the meeting to discuss.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget for Parking Ramp Capital Repairs and Improvements

Committee Action: Approved 4-0

Fiscal Impact: \$225,000

File Number: 21-1109B

Date Introduced: August 9, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Capital Projects Fund</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: original budget \$225,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount \$225,000 Annual Retirement \$25,000</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

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

WHEREAS, the engineering staff have developed a facility plan to ensure that the parking ramps are maintained to extend their useful life; and

WHEREAS, the 2022 capital fund included \$280,000 for capital repairs to the Sears Parking Ramp to be funded by debt; and

WHEREAS, the Board of Public Works awarded the project to the lowest bid of \$195,441; and

WHEREAS, the project plan for Tax Increment District Twelve provides for \$14,000,000 for parking infrastructure improvements and specifically identifies the Sears Parking Ramp; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to move the finance the 2022 parking ramp capital improvements from the capital budget to Tax Increment District Twelve in the amount of \$225,000 allowing for a contingency provision as shown below:

Decrease	Capital Projects Fund - Facilities	140-300298458	\$280,000
Decrease	Capital Projects Fund - Debt Proceeds	140-300289120	\$280,000
Increase	TID #12 - Parking Facilities	241-250389220	\$225,000
Increase	TID #12 - Debt Proceeds	241-250089120	\$225,000

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

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday July 26, 2022 @ 5:30 pm., Council Chambers

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

Members Excused: Carol Lukens

Others Present: Maryanne Groat, Emily Ley, Randy Fifrick, Ben Bliven, Eric Lindman, Katie Rosenberg, Tammy Stratz, Solomon King, Gary Gisselman

**Discussion and possible action budget modification 2022 Capital Parking Ramp Improvements - Sears
Parking Ramp**

Rasmussen explained this basically would be shifting between the capital projects fund and two of the TID funds to get the repairs made to the Sears Ramp.

Motion by Watson, second by Martens to approve the modification. Motion carried 4-0.



TO: FINANCE COMMITTEE

FROM: Maryanne Groat

DATE: July 21, 2022

RE: 2022 Sears Parking Ramp Project

The 2022 budget included \$280,000 for capital repairs to the Sears Parking Ramp. The Board of Public Works opened bids on the project and the low bid was awarded to Restoration Systems, Inc in the amount of \$195,441. \$300,000 of additional improvements to Sears and Penneys Ramps are included in the 2023 proposed budget.

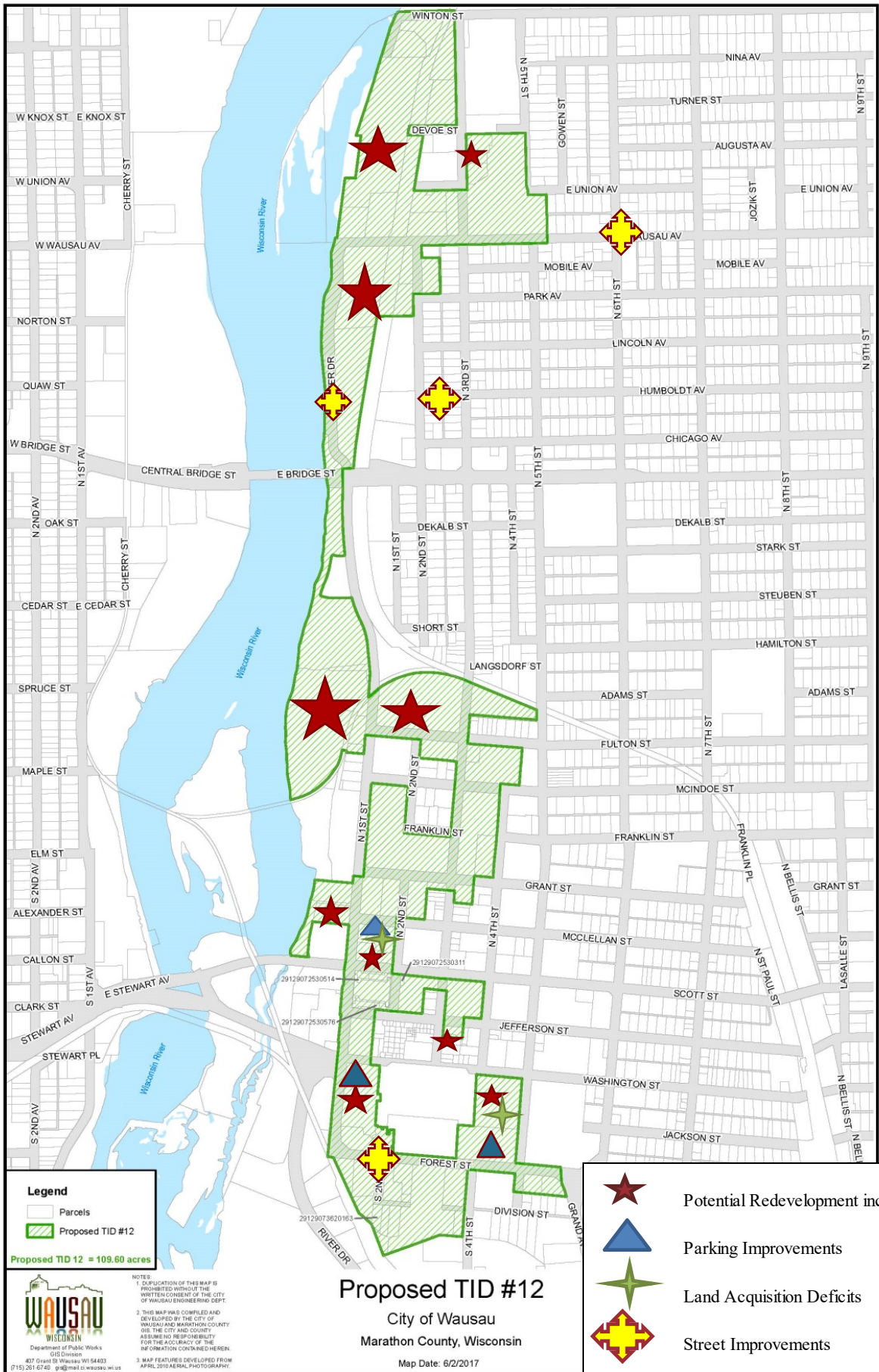
Tax Increment District 12 project plan called out improvements to both the Penneys and Sears Ramps. This budget modification would move the 2022 budget from the general capital budget to the Tax Increment District 12 budget.

A budget modification is recommended in the amount of \$225,000 to provide a contingency for change orders that may be needed.

Decrease	Capital Projects Fund - Facilities	140-300298458	\$280,000
Decrease	Capital Projects Fund - Debt Proceeds	140-300289120	\$280,000
Increase	TID #12 - Parking Facilities	241-250389220	\$225,000
Increase	TID #12 - Debt Proceeds	241-250089120	\$225,000

MAP OF PROJECT COSTS

CITY OF WAUSAU TAX INCREMENT DISTRICT TWELVE PROJECT PLAN | 6/7/2017



RESOLUTION OF THE PLAN COMMISSION

Amending the General Development Plan at 301 & 411 Washington Street to allow for a mixed-use development with underground parking, commercial on the first floor and apartments above, in a PUD, Planned Unit Development Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 19-0921

Date Introduced: August 10, 2022

WHEREAS, on June 21, 2022, the Plan Commission considered a request to amend the general development plan at 301 & 411 Washington Street to allow for a mixed-use development with underground parking, commercial on the first floor and apartments above; and

WHEREAS, the plans for Blocks 4 and 5 are for multi-story residential apartments and Block 4 would contain retail space on a portion of the ground floor; and

WHEREAS, the influx of new residents will help support existing and new businesses; and

WHEREAS, mixed-use buildings are desirable to provide street-level activation and amenities for the public, including new and existing downtown residents; and

WHEREAS, the current site plan generally conforms to the previous redevelopment plans for the site, except with the elimination of a connection where 4th Street was historically located between Washington and Jackson Streets; and

WHEREAS, the current plans do not show public access in the former 4th Street corridor, but instead is a ramp down to underground parking with an outdoor space at ground level for residents; and

WHEREAS, the micro units are shown at 355 square feet, which is below the minimum size allowed in the zoning code of 400 square feet; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby amends the general development plan at 301 & 411 Washington Street to allow for a mixed-use development with underground parking, commercial on the first floor and apartments above, in a PUD, Planned Unit Development Zoning District.

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, June 21, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: Brad Lenz, William Hebert, Brian Stahl, Melissa Engen, Andrew Lynch, Nick Patterson, Alyson Leahy, Dave Eckmann, Mark Craig, Chuck Ghidorzi, Jennifer Kraimer, Craig Vincent, Vicki Trebian, Nathan Miller, Loretta Ulmschneider

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

Mayor Katie Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Request to amend the general development plan at 301 & 411 Washington Street to allow for a mixed-use development with underground parking, commercial on the first floor and apartments above, in a PUD, Planned Unit Development Zoning District.

Lenz said that the former mall site is zoned PUD, and any new use requires an amendment to the general development plan. The specific implementation plan will need to come back to the commission for review.

Nick Patterson, T. Wall Enterprises, presented the plan to the commission and said that this will create an activity center with commercial retail and increase walkability. The underground parking will maximize the site. The first floor will be primarily retail and the above floors will be residential. The Sears ramp can be used to supplement parking. This will build up the downtown area.

Mayor Rosenberg opened the public hearing.

Alyson Leahy, Wausau River District, read a brief statement in support of the plan.

Dave Eckmann, Greater Wausau Chamber of Commerce, said that there is competition for talent and innovative companies and the Foundry on Third is part of that. This will create vibrancy. The neighborhood has lost hundreds of jobs. Companies chase talent. Eckmann strongly urged the commission to support the project.

Mark Craig, 3246 North 8th Street, said that he owns the property next to this and supports the plan. Housing is critical to the businesses in the downtown area. This is a homerun, and the city is lucky to have T. Wall.

Chuck Ghidorzi said that it has been a pleasure to work with the project to revitalize the area. This is a tremendous opportunity, and the area cannot compete without the secure underground parking. It has been encouraging working with the city. Ghidorzi said that they are laser focused to get to moving with the project.

Tyler Vogt, Malarkey's Pub, said that this plan is what the downtown businesses need. There is such a demand for this and the businesses need residents.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on request to amend the general development plan at 301 & 411 Washington Street to allow for a mixed-use development with underground parking, commercial on the first floor and apartments above, in a PUD, Planned Unit Development Zoning District.

Brueggeman motioned to amend the general development plan at 301 & 411 Washington Street to allow for a mixed-use development with underground parking, commercial on the first floor and apartments

above, in a PUD, Planned Unit Development Zoning District. Watson seconded.

Bohlken said that some of the units on page 3 of plan are listed as Micro and asked for an explanation. Lenz said that according to the zoning code, the minimum square footage is 400 square feet per unit. Before the zoning code was updated, the minimum was 800 square feet. These units are shown to be 355 square feet.

Watson asked if the ceiling would be higher with the smaller units. Patterson said that he believed the units on the first floor are taller and every other floor would have 9' tall ceilings.

The motion carried unanimously 6-0. This item will go to Common Council on July 12, 2022.



Memorandum

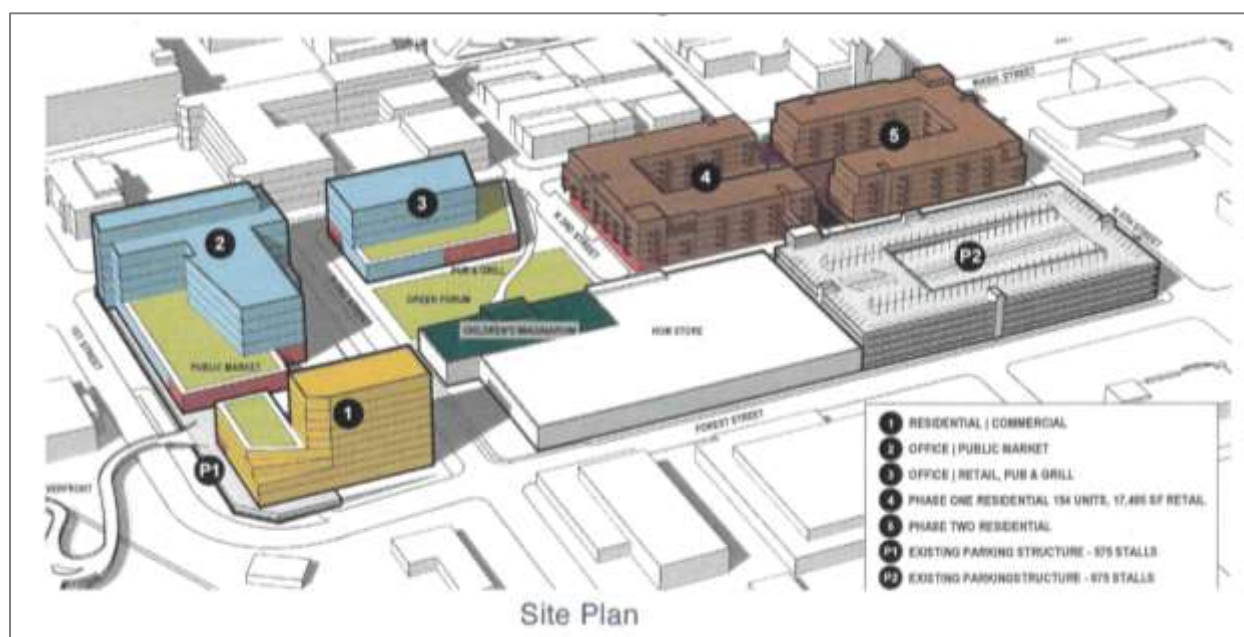
From: Brad Lenz
 To: Plan Commission
 Date: June 15, 2022
 Subject: Amend the General Development Plan of the PUD at Former Mall Site

Background

T. Wall Enterprises is proposing the first phases of development of the former Wausau Center Mall property. The mall previously occupied eight city blocks, including two large parking structures. The redevelopment process is ongoing with the demolition of the mall building, the dedication of right-of-way for future streets, and related activities. The general development plan of the planned unit development (PUD) needs to be amended to allow for new uses on the site.

The site plan below shows how the mall is being divided into different “blocks” for redevelopment. The current general development plan pertains to Blocks 4 and 5, which are located southeast of the intersection of Washington and 3rd Streets (shown in brown below).

Image 1. Overall site plan of former mall site (Source: Wausau Opportunity Zone)



The plans for both Blocks 4 and 5 are for multi-story residential apartments. Block 4 would contain retail space on a portion of the ground floor. Both blocks would include underground

parking. Additional parking would be accommodated in the existing parking structure (“Sears Ramp”).

Statistics on number of units, square footage of retail space, and other details are provided in the packet. The developer has also included site plans, floor plans, and building renderings. Additional details will be required when the Plan Commission reviews the specific implementation plans in the future. Staff feels that adequate information is provided for the general development plan.

Criteria for Approval

Section 23.10.45(f) of the zoning code outlines the criteria for approval of a Planned Unit Development (PUD). It states that in its review of an application for a PUD the plan commission shall make findings with respect to the ten criteria (below).

1. The proposed Planned Unit Development project is consistent with the overall purpose and intent of this title.
2. The proposed Planned Unit Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)
3. The proposed Planned Unit Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.
4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Unit Development project, including but not limited to public sewer and water and public roads.
5. The proposed Planned Unit Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.
6. The proposed Planned Unit Development project design does not detract from areas of natural beauty surrounding the site.
7. The proposed architecture and character of the proposed Planned Unit Development project is compatible with adjacent/nearby development.
8. The proposed Planned Unit Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.
9. The proposed Planned Unit Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to and more than compensate for any requested exceptions/base standard modifications variation of any standard or regulation of this title.
10. For Planned Unit Development projects that are proposed to be developed in phases, the applicant can provide a timeline for development and can demonstrate that the project would be successful even if all phases were not or could not be completed.

Some of the above criteria pertain to the *establishment* of a new PUD (versus amending an existing PUD, as in this case), while others are better suited to the specific implementation plans, which will come at a later stage. General staff comments follow in the next section.

Staff Comments

Overall, staff feels that the density of the project is good, especially for a downtown area. The influx of new residents will help support existing and new businesses. Mixed-use buildings are desirable to provide street-level activation and amenities for the public, including new and existing downtown residents. The city's Comprehensive Plan supports increasing density downtown, particularly new residential development which can help stimulate additional investment in the city.

Utilization of the existing parking structure will mean the development will need to provide less parking within the new project. Exactly how that parking will be shared/provided to the developer will need to be detailed in a developer agreement. Structured parking also allows more flexibility in how on-street parking is provided – this will be determined through engineered plans being developed by the City's design consultant.

The current site plan generally conforms to previous redevelopment plans for the site. One key difference that has evolved in the planning process is the elimination of a connection where 4th Street was historically located (between Washington and Jackson Streets). The Wausau Center Urban Design & Transportation Master Plan, done with Toole Design and adopted by the City, showed a new 4th Street extending down from Washington Street and connecting to the parking structure. Early plans from WOZ showed a pedestrian connection in the same 4th Street corridor, instead of a full city street.

The current plans do not show public access in the former 4th Street corridor, i.e., between Blocks 4 and 5. This area is instead being shown as a ramp down to underground parking with an outdoor space at ground level for residents. Planning staff has advocated for at least a public pedestrian connection in this area where 4th Street used to be. This connection would greatly improve access to the parking structure and help the overall walkability of downtown.

Another aspect of the general development plan that should be noted is the square footage of the micro units. They are currently being shown at 355 square feet. This would be under the minimum size currently allowed in the zoning code, which is 400 square feet. This number was downsized from 800 square feet when the new zoning code took effect in 2020.

The current action for the Plan Commission to take is to review the general development plan of the PUD and send a recommendation to the Common Council. A specific implementation plan with more details would need to be reviewed by the Plan Commission at a later date to complete the zoning approval.

WASHINGTON STREET

N 5th St

FIFTH STREET

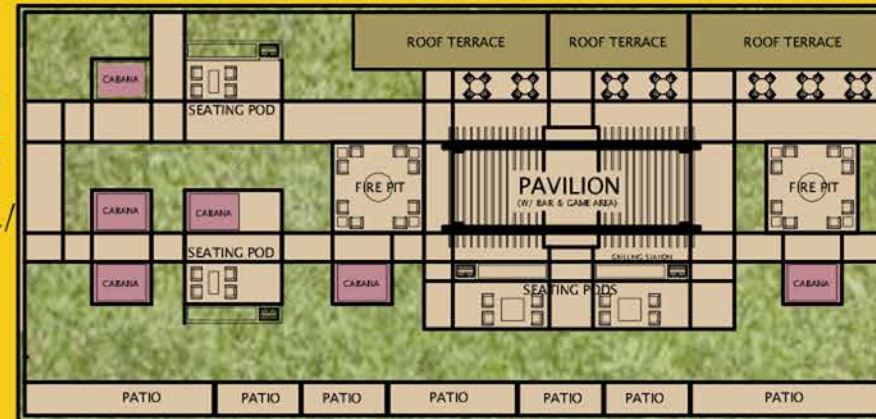
N 5th St

THIRD STREET

JACKSON STREET

BLOCK 4 BUILDING
1 LEVEL RETAIL/
COMMERCIAL
4 LEVELS
RESIDENTIAL

**FUTURE
BLOCK 5
BUILDING**



LAWN GAMES
(PHASE 1)

FUTURE AMMENITY
SPACE

PHASE 1
ENTRY/EXIT
(AT LOWER LEVEL PARKING)

POTENTIAL
SKYWAY &
CROSSWALK

RAMP 12%
28'-0"

RAMP 6%

REFUSE
ACCESS

REFUSE
ACCESS

DOG RUN

(50 PARKING SPACES)

POTENTIAL
SKYWAY &
CROSSWALK

(EXISTING PARKING GARAGE)

THE FOUNDRY ON 3RD
CONCEPTUAL MASTERPLAN

MAY 20, 2022
1"=40' @ 11x17



JLA
ARCHITECTS



T. Wall Enterprises
Development, LLC

CONCEPT DATA – THE FOUNDRY ON THIRD – PHASE 1 – 5 STORIES OVER 1 PARKING																		
FLOOR	GROSS AREA (s.f.)	NET LEASABLE RESIDENTIAL	NET LEASABLE COMMERCIAL	COMMON AREAS	RESIDENTIAL UNITS									PARKING PROVIDED*				
					JR.	ST.	1BR	1BR+	2BR	2BR+	3BR	TOTAL	BEDS	COVERED	SURFACE	STREET	TOTAL	RATIO
5	34,205	27,350		6,170	0	8	9	3	5	6	2	33	48					
4	34,990	28,140		6,170	0	8	8	1	7	6	3	33	52					
3	36,610	29,720		6,200	0	8	9	1	7	6	2	33	51					
2	36,610	29,720		6,200	8	11	6	1	5	6	2	39	55					
1	37,600	9,085	17,495	9,385	8	4	1	1	0	2	0	16	18			**50		2.8 CARS/1000 SF
B	52,685*													131				
T.	180,015	124,015	17,495	34,125	16	39	33	7	24	26	9	154	224	131		**50	181	1.17/UNIT
					10%	25%	21%	5%	16%	17%	6%							0.81 /BDRM
							26%		33%									

* PARKING AREA IS NOT INCLUDED IN NET TO GROSS AREA TOTALS

** STREET PARKING FOR RETAIL/COMMERCIAL TO BE SUPPLEMENTED BY PARKING IN EXISTING RAMP ADJACENT TO BLOCK 4 SITE

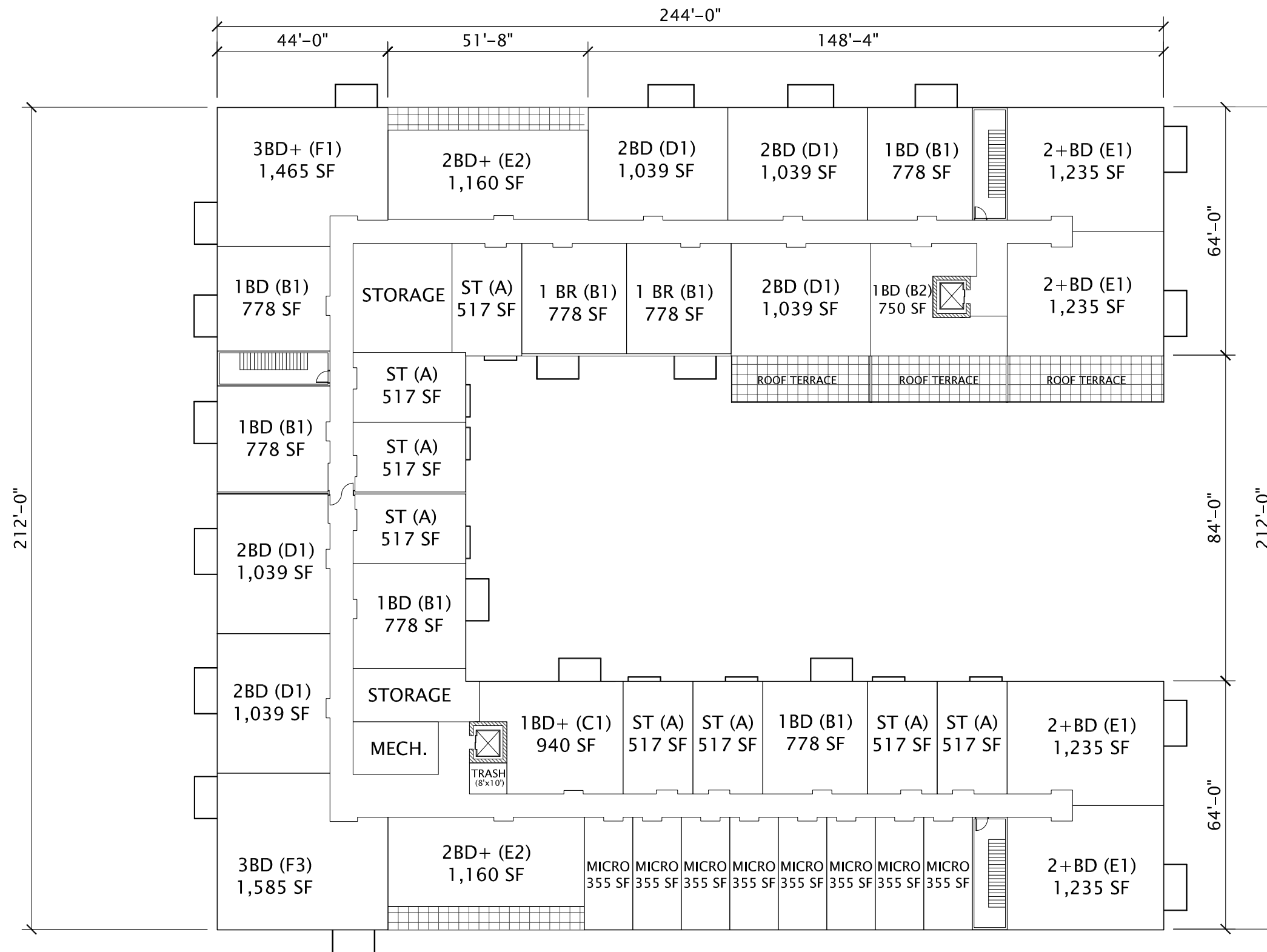
*** 137 TOTAL COVERED BIKE SPACES

CONCEPT DATA – THE FOUNDRY ON 3RD – PHASE 2 – 5 STORIES OVER 1 PARKING																	
FLOOR	GROSS AREA (s.f.)	NET LEASABLE RESIDENTIAL	COMMON AREAS	RESIDENTIAL UNITS									PARKING PROVIDED*				
				JR.	ST.	1BR	1BR+	2BR	2BR+	3BR	TOTAL	BEDS	COVERED	SURFACE	STREET	TOTAL	RATIO
5	34,205	27,350	6,170	0	8	9	3	5	6	2	33	48					
4	34,990	28,140	6,170	0	8	8	1	7	6	3	33	52					
3	36,610	29,720	6,200	0	8	9	1	7	6	2	33	51					
2	36,610	29,720	6,200	8	11	6	1	5	6	2	39	55					
1	37,600	x	x	x	x	x	x	x	x	x	x	x			**50		2.8 CARS/1000 SF
B	52,685*												131				
T.	180,015	124,015	34,125	x	x	x	x	x	x	x	x	x	131		**50	181	1.17/UNIT
				10%	25%	21%	5%	16%	17%	6%							0.81/BDRM
						26%		33%									

* PARKING AREA IS NOT INCLUDED IN NET TO GROSS AREA TOTALS

** 137 TOTAL COVERED BIKE SPACES



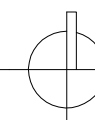


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ARCHITECTS

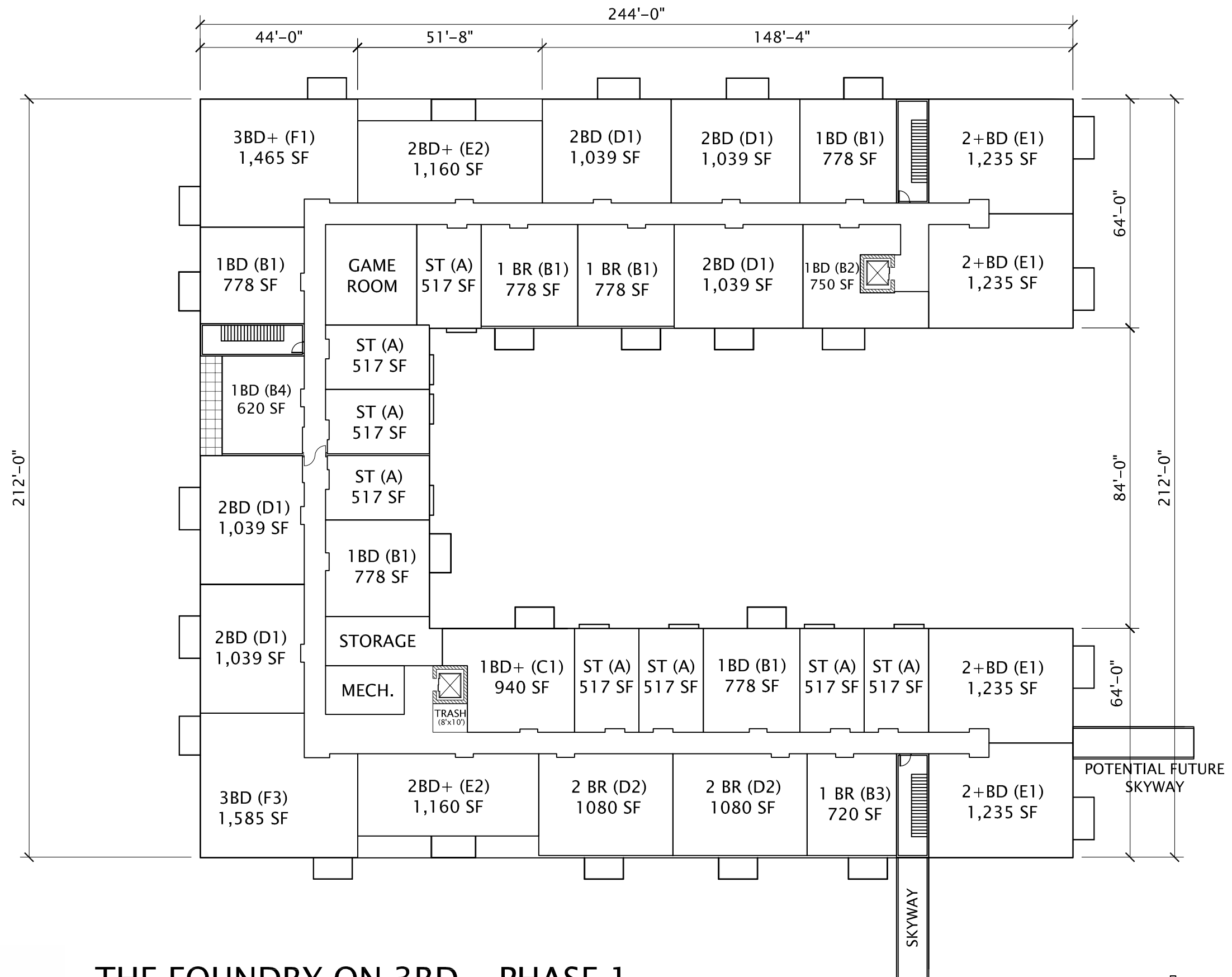
THE FOUNDRY ON 3RD – PHASE 1

SECOND FLOOR PLAN

MAY 20, 2022
1"=30' @ 11x17



T. Wall Enterprises
Development, LLC

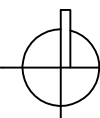


JLA
ARCHITECTS

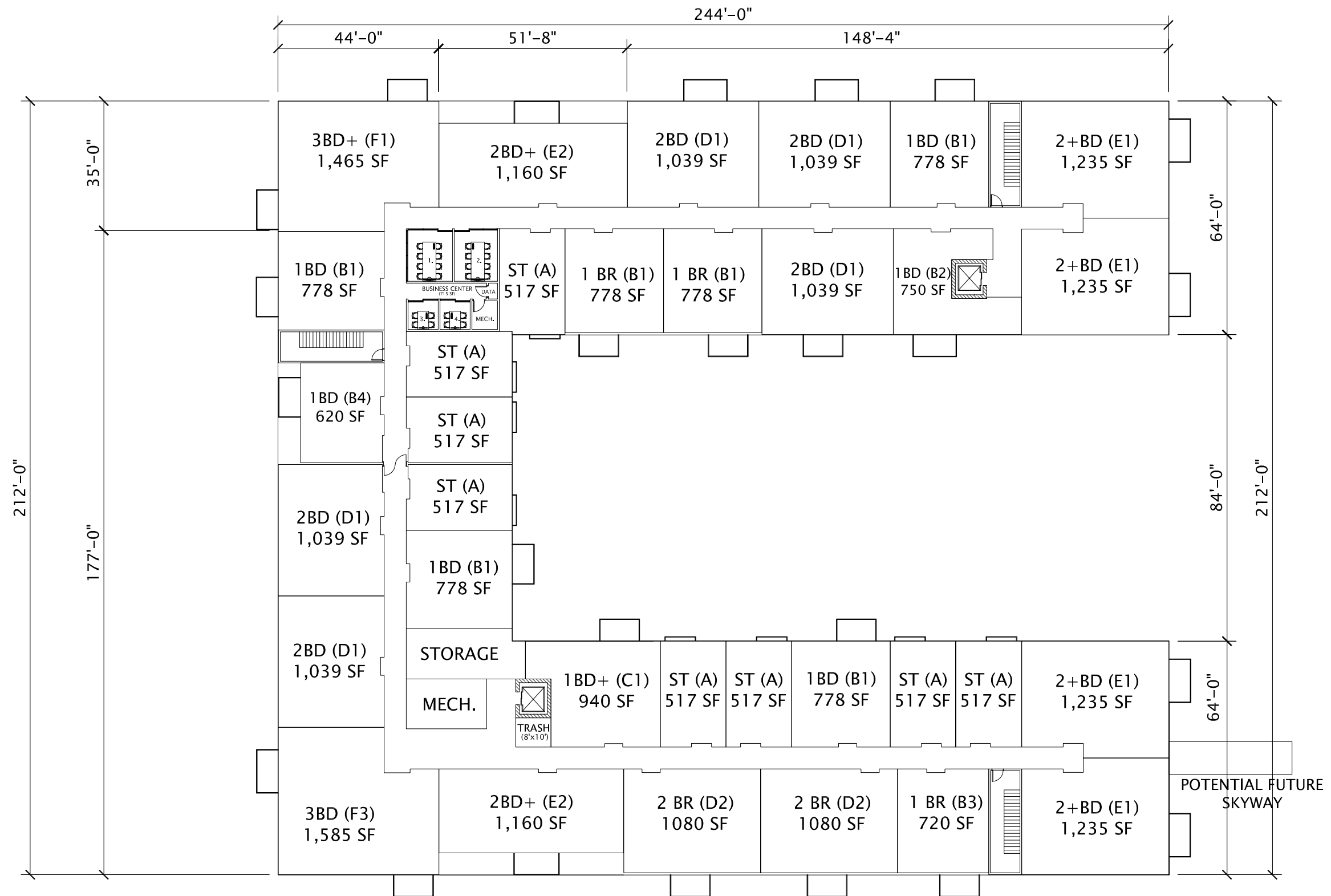
THE FOUNDRY ON 3RD – PHASE 1

THIRD FLOOR PLAN

MAY 20, 2022
1"=30' @ 11x17



T. Wall Enterprises
Development, LLC

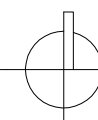


JLA
ARCHITECTS

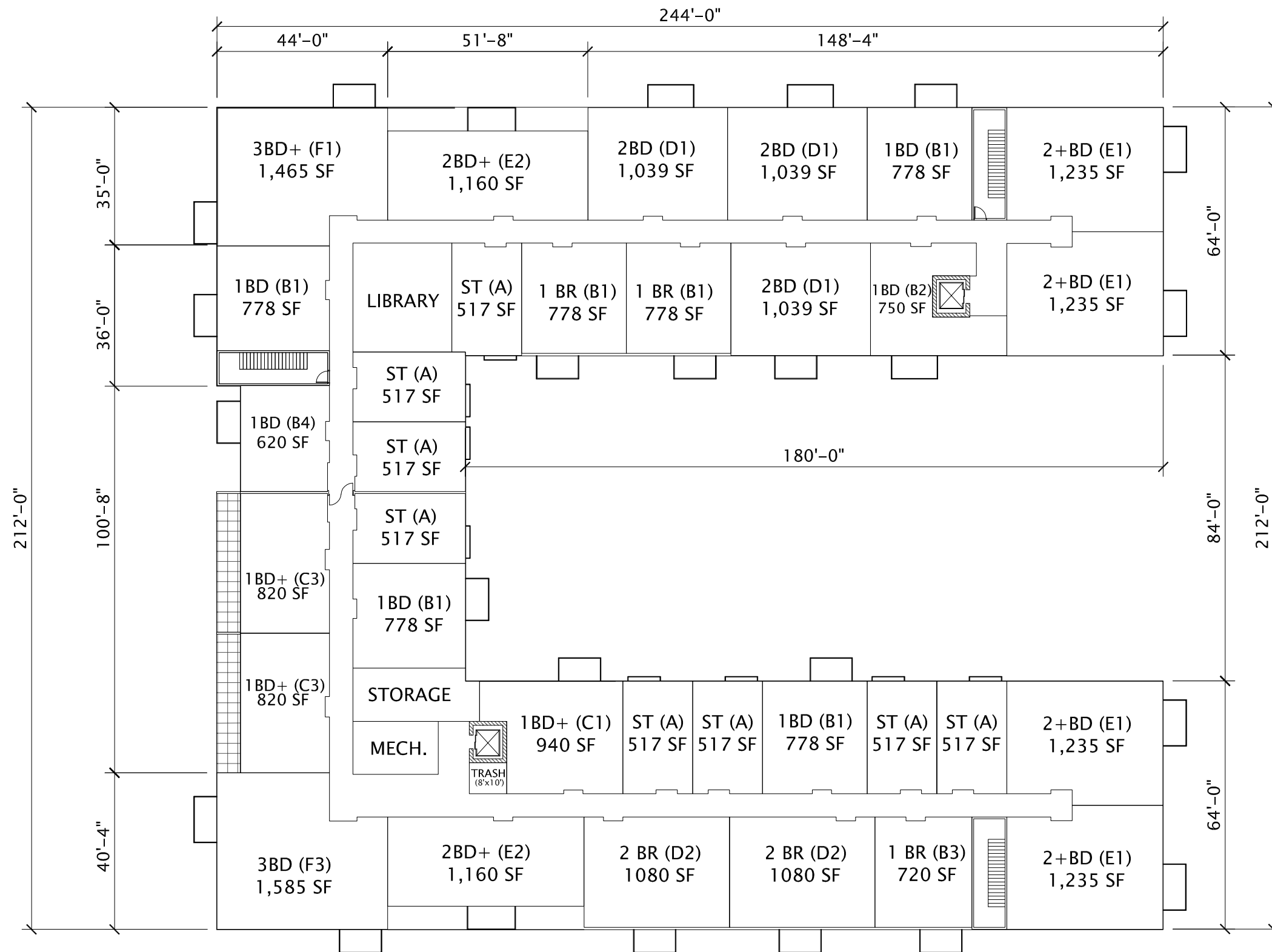
THE FOUNDRY ON 3RD – PHASE 1

FOURTH FLOOR PLAN

MAY 20, 2022
1"=30' @ 11x17



T. Wall Enterprises
Development, LLC

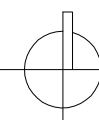


JLA
ARCHITECTS

THE FOUNDRY ON 3RD – PHASE 1

FIFTH FLOOR PLAN

MAY 20, 2022
1"=30' @ 11x17



T. Wall Enterprises
Development, LLC



JLA
ARCHITECTS

THE FOUNDRY ON 3RD – PHASE 1

PERSPECTIVE

MAY 20, 2022
1"=30' @ 11x17



T. Wall Enterprises
Development, LLC



JLA
ARCHITECTS

THE FOUNDRY ON 3RD – PHASE 1

PERSPECTIVE

MAY 20, 2022

1"=30' @ 11x17



T. Wall Enterprises
Development, LLC



T. Wall Enterprises

City of Wausau
407 Grant Street
Wausau, WI 54403

RE: The Foundry on 3rd – General Development Plan

Dear Commission & Council Members:

The Foundry on 3rd Development, LLC is pleased to present our proposal and share in the City of Wausau's vision for redevelopment of Wausau Center.

The Foundry on 3rd is working alongside Wausau Opportunity Zone (WOZ) and Greater Wausau Prosperity Partnership (GWPP) in master planning and redeveloping the former mall property.

The Development

The Foundry on 3rd will consist of two phases, that will be the first two phases in the five-part redevelopment. Phase 1 will be a five-story mixed-used building with underground parking, first floor retail, and apartments above. The commercial space will be located on Washington and 3rd street to focus on activating the street and promote walkability along 3rd street.

	Apt. Units	Commercial sf.	Underground Parking	Ramp Parking
Block 4	154	17,500	131	50
Block 5	154+	0	131	50
Total	308+	17,500	262	100

(Approximate and subject to change)

Projected Development Schedule

	Construction Start	Occupancy
Block 4	February 2023	March 2024
Block 5	February 2025	March 2026

(Approximate and subject to change)



T. Wall Enterprises

When working with WOZ, they had shared their vision for the Wausau Center redevelopment of bringing more people to the downtown and to create a destination, a place where people can shop, dine, and interact with one another. We will execute this vision and also help close the housing gap with high-quality housing and a substantial retail and commercial component. Retail storefronts are purposefully placed along the 3rd Street corridor and facing the community green space. This would be a great location for a coffee shop, restaurant, and boutique shops.

The Foundry on 3rd will provide students, young professionals, and empty nesters a place to call home. We strive to make our apartments a “living community” not just a temporary apartment. Therefore we will include high class amenities and top of the line features at the Foundry on 3rd. Amenities include a fitness center, grilling areas, fire pit, community courtyard, club room, on site property management, Trash rooms on each floor, secured bike storage, and various other community spaces.

The units are equipped with high-quality finishes and fixtures including granite countertops, stainless steel appliances, floor to ceiling windows, and in-unit washer and dryers.

The Foundry on 3rd will provide a comprehensive list of housing choices ranging from high-efficiency studios to 3 Bedroom units. The Foundry on 3rd will utilize this range of housing choices and amenities so that we can attract individuals and families of all income levels and all lifestyles.

In addition to the amenities and benefits that this development will provide for residents, this development will also provide many benefits to the City of Wausau.

The Foundry on 3rd will:

- Provide a comprehensive mix of housing types for all
- Increase tax base from less than \$1M to more than \$20M
- Jumpstart economic growth and will be a Catalyst for years of future development
- Bring millions of dollars of discretionary income to support local businesses
- Work with local trades and subcontractors when feasible and possible
- Increase opportunities for small business entrepreneurs

Sustainable Development

We believe in developing communities in an environmentally sustainable and sensitive manner. All of our buildings are constructed to Focus on Energy standards with a priority on energy efficiency. Here are several of the green components that we include in our developments:

1. Solar Arrays (dependent upon the utility provider)



T. Wall Enterprises

2. Electric Vehicle charging stations (At least 30% of stalls will have charging stations.)
3. secured bicycle storage
4. Energy efficient LED Fixtures
5. Water Sense Showerheads
6. Energy Star rated appliances
7. Smart Thermostats (Wi-Fi enabled)
8. Low ozone emissions products (i.e. low VOCs; carpets, paints, etc.)

Design

In designing The Foundry on 3rd, we reimagined the industrial and manufacturing style with a modern look. The theme of the architecture is based on this history with large amounts of brick, metal, and larger windows. Cable suspended, steel faced balconies will recall the heavy use of steel in industrial era warehouses and foundries. The Foundry will incorporate soldier coursing brick and varying inset brick features to create articulation. The Foundry uses a few material variations and setbacks to create additional articulation on Washington, 3rd Street, and Jackson Street.

The building will consist of high-quality design elements and architecture that are consistent with developer's current communities. High quality meaning higher level of finishes and materials than the industry standard, such as six-foot wide hallways, nine-foot tall ceilings, insulated demising walls, luxury vinyl planking, and custom created floorplans. The Foundry's exterior building materials will be made of natural, long-lasting materials such as brick, steel, stone, and concrete.

Conclusion

We have an amazing opportunity in front of us, and The Foundry on 3rd is a development that can position the downtown for long term success.

Thank you for your consideration.

Sincerely,

The Foundry on 3rd Development, LLC

Nick Patterson

Project Manager

T. Wall Enterprises Manager, LLC, Its Manager

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 601 North 12th Street and 602 North 13th Street from SR-5, Single Family Residential-5 Zoning District to I, Institutional Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 22-0805

Date Introduced: August 10, 2022

The Common Council of the City of Wausau do ordain as follows:

Section 1. That the site of lands described as follows:

HOEFLINGERS 3RD ADD PT OF LOTS 1 & 2 BLK 3 NDA PCL (1) OF CSM VOL 37-46(9223), MORE COMMONLY KNOWN AS 601 NORTH 12TH STREET;

HOEFLINGERS 3RD ADD PT OF LOTS 1 & 2 BLK 3 NDA PCL (2) OF CSM VOL 37-46(9223), MORE COMMONLY KNOWN AS 602 NORTH 13TH STREET

now comprising a part of SR-5, Single Family Residential-5 Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to I, Institutional Zoning District.

Section 2. This change in zoning shall be designated on the official city zoning map.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, July 19, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Eric Lindman, Sarah Watson, Dawn Herbst, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: Brad Lenz, William Hebert, Brian Stahl, Melissa Engen, Andrew Lynch, Jamie Rice-Heckendorf

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

Eric Lindman called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Request to rezone 601 North 12th Street and 602 North 13th Street from SR-5, Single Family Residential-5 Zoning District, to I, Institutional Zoning District.

Lindman opened the public hearing.

Jamie Rice-Heckendorf, 503 North 12th Street, spoke in favor of the rezoning request and said that they are wonderful neighbors and support them.

Lindman closed the public hearing.

Discussion and possible action on request to rezone 601 North 12th Street and 602 North 13th Street from SR-5, Single Family Residential-5 Zoning District, to I, Institutional Zoning District.

Lenz said that these formally residential properties have been vacant and there are plans to build a glass studio. Staff does not have concerns. The proposed district is compatible with the area and the small scale fits in with the neighborhood. Staff recommends approval.

Bornemann asked if the parking lot adjacent to the property is owned by Leigh Yawkey Woodson Art Museum. Lenz said that it is owned by a private resident.

Bornemann motioned to rezone 601 North 12th Street and 602 North 13th Street from SR-5, Single Family Residential-5 Zoning District, to I, Institutional Zoning District. Brueggeman seconded, and the motion carried unanimously 6-0. This item will go to Common Council on August 10, 2022.



Memorandum

From: Andrew Lynch
To: Plan Commission
Date: July 13, 2022
Subject: Zoning Map Amendment for 601 N 12th St & 602 N 13th St

Introduction

The Leigh Yawkey Woodson Art Museum is petitioning to change the zoning of their two parcels from Single Family Residential (SR-5) to Institutional (I). Currently, the two parcels do not have any structures on them as the two dwellings were demolished after the Museum purchased them in 2016. The parcels are landscaped and maintained.

The petitioner proposes constructing an artists workshop, the “Glass Box Studio”, to provide space and amenities for visiting artists, staff, and the public. The current SR-5 zone does not allow for this type of use as standard or conditional. The future use would require a building permit.

Amendments to Zoning Map

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council. Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency
2. Is in harmony with the Comprehensive Plan
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

Staff Comments:

The parcels would be an extension of the Art Museum campus, located across 12th Street. Residential homes are on all other surrounding sides. The Institutional Zoning District is intended to permit both large- and small-scale institutional development including those on single sites within larger areas of both residential and nonresidential zoning districts. The proposed building for the site would be at a scale appropriate for the neighborhood and have a low impact on the surrounding area.

CITY OF WAUSAU
APPLICATION FOR ZONING MAP AMENDMENT

If you are requesting a zoning map amendment, please provide the following information. Note that a different application is required if you are requesting a conditional use and additional information is required if you are requesting Planned Unit Development District zoning. Should you have any questions about this form or the City's rezoning process, please call 715-261-6780 (Zoning) or 715-261-6760 (Planning).

1. Primary petitioner's Name (PRINT): Kathy Kelsey Foley for the Leigh Yawkey Woodson Art Museum

Primary petitioner's Address (PRINT): 700 North 12th Street

Primary petitioner's Telephone Number (with Area Code): 715-845-1010

Primary petitioner's representative to contact in case of questions about this petition:

Henry Kropp

(Name - PRINT) _____

311 Financial Way, Suite 300

(Address - PRINT) _____

715-841-1913

hkropp@samuelsgroup.net

(Telephone No. with Area Code) _____ Email Address _____

Names of additional petitioners, if any:

(PRINTED Name) _____ (PRINTED Name) _____

(PRINTED Address) _____ (PRINTED Address) _____

(Telephone No. / Email Address) _____ (Telephone No. / Email Address) _____

2. Name, Address, and Telephone Number of EACH additional property owner within the area proposed to be rezoned. If the primary petitioner owns all of the property proposed to be rezoned, merely indicate "NONE." (Add an additional page, if necessary)

Name (PRINT): none

Address (PRINT): _____

Phone No.: _____ Email Address: _____

Name (PRINT): _____

Address (PRINT): _____

Phone No.: _____ Email Address: _____

3. **ADDRESS(ES)** of property to be rezoned: 601 North 12th Street & 602 North 13th Street, Wausau, WI 54403
(Please attach a legal description for all the area(s) proposed to be rezoned. This may be available from the City Assessment Department or City Engineering Department.)

4. A. **Existing** zoning district classification(s) of the land included within the petition: Suburban Residential SR-5

B. **Proposed** zoning district classification(s) of the land included within the petition: Institutional

C. Existing land uses on land included within the petition: Currently vacant land with lawn and landscaping. Two dwellings were demolished previously.

D. Proposed land use(s) following rezoning: A new workshop that will be owned and operated by the Leigh Yawkey Woodson Art Museum. The new structure will be Institutional use to supplement the existing Leigh Yawkey Woodson Art Museum.

5. Please provide a brief narrative justifying the rezoning of this property. (Attach an additional sheet if necessary): The two existing SR-5 lots are currently owned by the Leigh Yawkey Woodson Art Museum. The museum is located across the street and seeks to expand its amenities for visiting artists, staff, and the public by building a new "Glass Box Studio" workshop structure. Current SR-5 zoning does not allow for Institutional type structures as a standard or conditional use which is why we ask to rezone the parcels. See attachments for drawings/details.
6. Please attach a map of the area showing the parcels proposed to be rezoned, adjacent streets, existing zoning on the parcels, and other information you feel might be helpful in evaluating your proposal.

Signature of Petitioner: _____



Date: _____

June 27, 2022

IF ADDITIONAL PAGES ARE NEEDED, PLEASE ATTACH HERETO

Please return this completed form with the information indicated above and the publication fee of **\$400** to the City Planning Office (or the Department of Inspections) located in Wausau City Hall, 407 Grant Street, Wausau WI 54403.

Checks should be made payable to "City of Wausau".

Please note: ⇒ The fee for a requested **special Plan Commission meeting** is **\$550**.

⇒ All fees are subject to increase each year on January 1.

Should you have any questions regarding this form or the City's rezoning process, please phone 715-261-6780 (Zoning) or 715-261-6760 (Planning).

For City Use Only

Date received at City Hall: _____

Received by: _____

Amount submitted with application: \$ _____

Check Number: _____

Month requested for public hearing: _____

Requested Common Council meeting date for final approval: _____

Notes: _____

OF ALL OF LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NUMBER 9223, RECORDED
IN VOLUME 37, ON PAGE 46, AS DOCUMENT NUMBER 1081676, FILED IN THE
MARATHON COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN THE SOUTHEAST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST,
CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

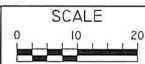
- SURVEY NOTES:
1. FIELDWORK PERFORMED BY REI ON 11-1-2021.
 2. TITLE WORK FOR THE PROJECT SITE WAS NOT PROVIDED TO REI FOR REVIEW, THEREFORE REI WAS UNABLE TO VERIFY THE EXISTENCE OF EASEMENTS OR OTHER ENCUMBRANCES OUTSIDE OF WHAT WAS FOUND DURING TOPOGRAPHIC SURVEY MAPPING.
 3. PUBLIC UTILITIES - THE SOURCE INFORMATION FROM PLANS AND MARKINGS PROVIDED BY OTHERS WAS COMBINED WITH OBSERVED SURFACE EVIDENCE UTILITY MARKS TO PROVIDE A REASONABLY APPROXIMATED LOCATION OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF ALL UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY OR REASONABLY DETERMINED. IN ADDITION, OTHER UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR PARTIALLY RESPONDED TO, WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A UTILITY LOCATE TICKET REQUEST MAY BE NECESSARY THE DIGGER'S TICKET FOR THIS SURVEY WAS #2021A13181 & #2021A13123.
 4. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER THE SERVICE OR AGENCY PROVIDING THE INFORMATION DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. PAINT MARKINGS FOUND ON THE GROUND AND SHOWN HEREON AS EVIDENCE OF POSSIBLE (OR PROBABLE) UNDERGROUND UTILITIES ARE CONSISTENT WITH THE INFORMATION PROVIDED. HOWEVER, NO UTILITY REPORT WAS PROVIDED TO AUTHENTICATE THESE MARKINGS - THEIR SOURCE IS UNKNOWN. THE USER OF THIS PLAT/MAP SHOULD RELY UPON SUCH MARKINGS AT THEIR OWN RISK.
 5. PRIVATE UTILITIES WERE NOT MARKED OR MAPPED AS A PART OF THIS SURVEY.
 6. ELEVATIONS AS SHOWN ON THE MAP ARE BASED ON THE NAVD 88 DATUM AND ESTABLISHED BY THE WISCONSIN NETWORK.



LEGEND

1 IN. O.D. IRON PIPE FOUND
1 1/4 IN. O.D. IRON PIPE FOUND
1 1/4 IN. O.D. X 18 IN. IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
BENCHMARK
EXISTING SPRINKLER HEAD
EXISTING BUSH/SHRUB
EXISTING WATER SHUTOFF
EXISTING SIGN
EXISTING WATER VALVE
EXISTING GUY POLE
EXISTING UTILITY POLE/GUY POLE
EXISTING CONIFEROUS TREE
EXISTING DECIDUOUS TREE
EXISTING CURB INLET
EXISTING MANHOLE
EXISTING SANITARY SEWER MANHOLE
EXISTING UNDERGROUND GAS
EXISTING WATER MAIN
EXISTING SANITARY SEWER
EXISTING OVERHEAD UTILITIES
EXISTING CONCRETE
EXISTING LANDSCAPING
EXISTING PROPERTY LINE
EXISTING MINOR CONTOUR (INTERVAL-1 FT.)
EXISTING MAJOR CONTOUR (INTERVAL-5 FT.)
(126") - RECORDED BEARING/LENGTH
126.00' - MEASURED BEARING/LENGTH

REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4860
EMAIL: MAIL@REIENGINEERING.COM

**REI**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

DATE	REVISION	BY	CHKD	SURVEYED BY: JLR, JMM	DESIGNED BY:	SURVEY DATE: 11/1/20
				SURVEY CHKD BY: JWP	CIVIL CHKD BY:	CIVIL DATE:
				SURVEY APVD BY: JWP	CIVIL APVD BY:	DRAWN BY: JLR

TOPOGRAPHIC SURVEY
LEIGH YAWKEY WOODSON ART MUSEUM
601 N. 12TH STREET & 602 N. 13TH STREET
WAUSAU, WISCONSIN 54403



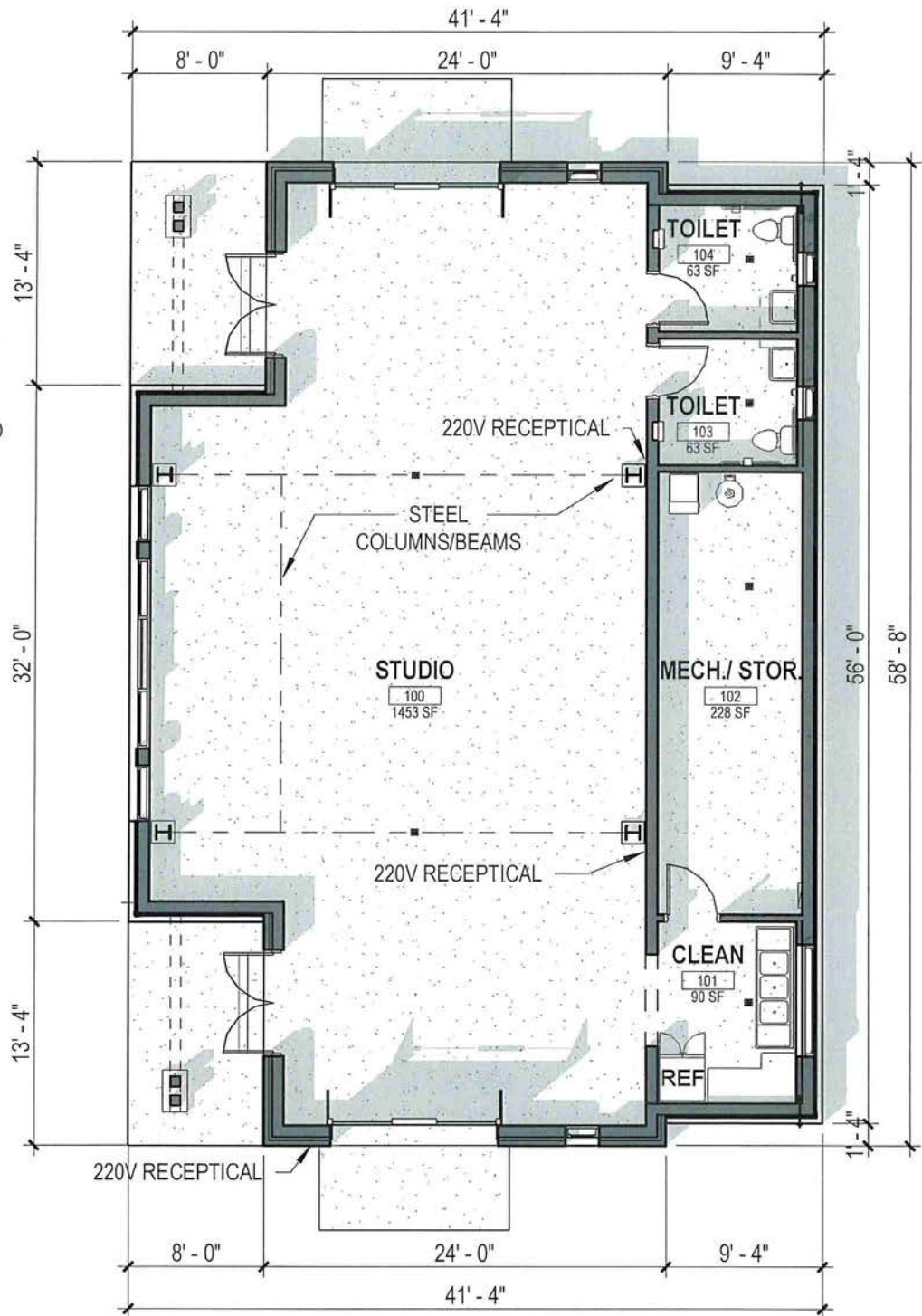
REI No. 10126
SHEET TOPO

CURRENTLY ZONED SR-5,
- LOOKING TO REZONE TO
INSTITUTIONAL



NOTES

- 2,186 SQUARE FOOT TOTAL FOOTPRINT
- KOLBE VISTALUXE AL WINDOWS & SWING DOORS THROUGHOUT
- RENLITA VERTICAL FOLDING SECTIONAL DOORS AT LARGE NORTH & SOUTH OPENING
- WAUSAU TILE TERRAZZO TILE BASE & PAVER PATIO
- LP SMARTSIDE VERTICAL REVEAL PANEL SIDING WITH DIAMOND KOTE FINISH BY WAUSAU BUILDING SUPPLY
- COUNTY MATERIALS MASONRY VENEER



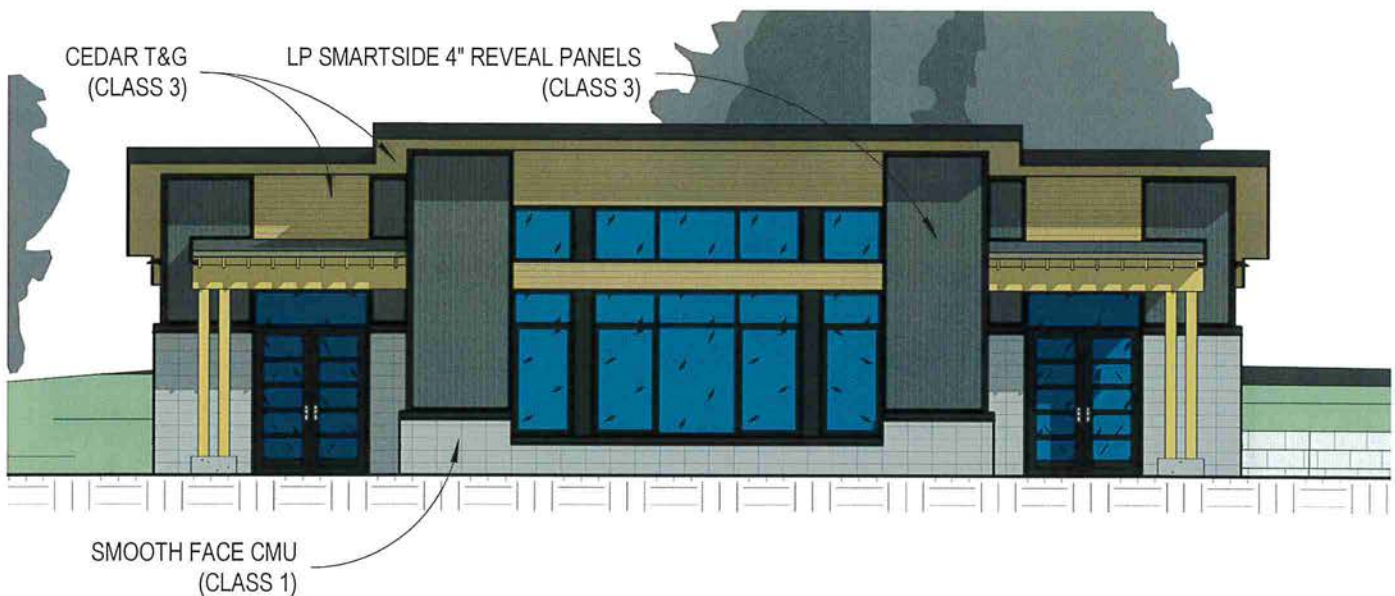
www.samuelsgroup.net
CORPORATE OFFICE
 311 Financial Way, Suite 300
 Wausau, WI 54401
 ph. 715.842.2222
 fax 715.848.8088
IOWA OFFICE
 2929 Westown Parkway
 Suite 200
 West Des Moines, IA 50266
 phone 515.288.0467
 fax 515.288.0471

LYWAM - GLASS BOX STUDIO

SCHEMATIC ONLY, NOT FOR CONSTRUCTION

601 N 12th STREET
 WAUSAU, WI 54403

DATE 6-27-2022
 PROJECT NUMBER 7375D
 DRAWN BY HK
 CHECKED BY TSG
 TIME: 6/27/2022 11:27:18 AM
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LYWAM - GLASS BOX STUDIO

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601 N 12th STREET
 WAUSAU, WI 54403

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 PROJECT NUMBER 7375D
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 TIME: 6/27/2022 11:27:19 AM
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 phone 515.288.0467
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LYWAM - GLASS BOX STUDIO SCHEMATIC ONLY, NOT FOR CONSTRUCTION

601 N 12th STREET
 WAUSAU, WI 54403

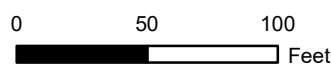
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TIME:	6/27/2022 11:27:21 AM
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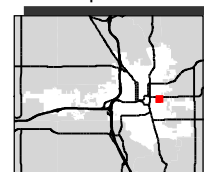
Map Date: July 1, 2022

City of Wausau
Marathon County Wisconsin



-  Area of Interest
-  Building

Map Location



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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 520 North 1st Avenue from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed-Use Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 22-0705

Date Introduced: July 12, 2022 (Tabled)

Date Re-Introduced: August 10, 2022

The Common Council of the City of Wausau do ordain as follows:

Section 1. That the site of lands described as follows:

EVA P QUAWS ADD N 40' OF LOT 1 & S 10' OF LOT 2 BLK 1, MORE COMMONLY KNOWN AS 520 NORTH 1ST AVENUE

now comprising a part of TF-10, Two Flat Residential-10 Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to UMU, Urban Mixed-Use Zoning District.

Section 2. This change in zoning shall be designated on the official city zoning map.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, June 21, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: Brad Lenz, William Hebert, Brian Stahl, Melissa Engen, Andrew Lynch, Nick Patterson, Alyson Leahy, Dave Eckmann, Mark Craig, Chuck Ghidorzi, Jennifer Kraimer, Craig Vincent, Vicki Trebian, Nathan Miller, Loretta Ulmschneider

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

Mayor Katie Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Request to rezone 520 North 1st Avenue from TF-10, Two Flat Residential-10 Zoning District, to UMU, Urban Mixed-Use Zoning District.

Lenz said that this single parcel is zoned TF-10 and the petitioner would like to rezone the property to UMU, which is the zoning district of an adjacent parcel. The ultimate use would be for a parking lot, which would require a conditional use at a later date. The corner properties have been zoned to commercial zoning.

Craig Vincent said that they own 107 and 115 W Bridge Street and it makes sense to rezone the property to match the zoning.

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on request to rezone 520 North 1st Avenue from TF-10, Two Flat Residential-10 Zoning District, to UMU, Urban Mixed-Use Zoning District.

Bohlken motioned to rezone 520 North 1st Avenue from TF-10, Two Flat Residential 10 Zoning District, to UMU, Urban Mixed Use Zoning District. Brueggeman seconded.

Brueggeman asked if the conditional use could be approved at this time. Lenz said that a public hearing must be held and the conditional use cannot be applied for until the property is rezoned.

Lindman said that he does not have a problem with the rezoning, but would need more information for the parking lot.

The motion carried unanimously 6-0. This item will go to Common Council on July 12, 2022.



Memorandum

From: Brad Lenz
To: Plan Commission
Date: June 14, 2022
Subject: Zoning Map Amendment for 520 N. 1st Ave

Introduction

The owners of 520 N. 1st Avenue are petitioning to change the zoning of their parcel from Two-Flat Residential (TF-10) to Urban Mixed Use (UMU). The parcel currently contains a residential structure. The neighboring property to the north is currently zoned UMU and is also owned by the petitioners, as is their main building at 115 Bridge Street.

The proposed use of the subject property, as noted in the application for zoning map amendment, is an off-site parking lot (and green space). This future use would require a conditional use permit on top of the proposed zoning change.

Amendments to Zoning Map

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council.

Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
2. Is in harmony with the Comprehensive Plan.
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

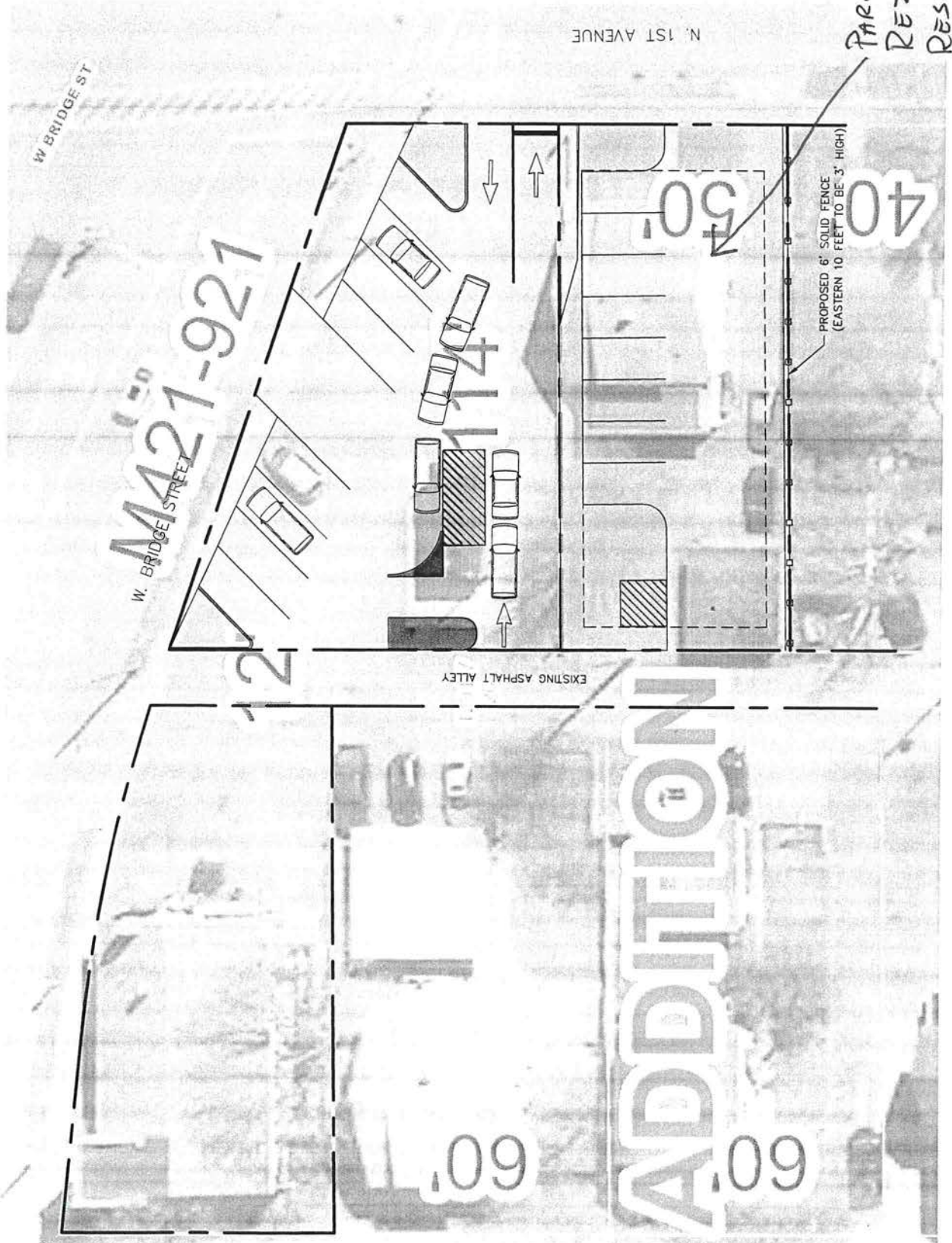
Staff Comments

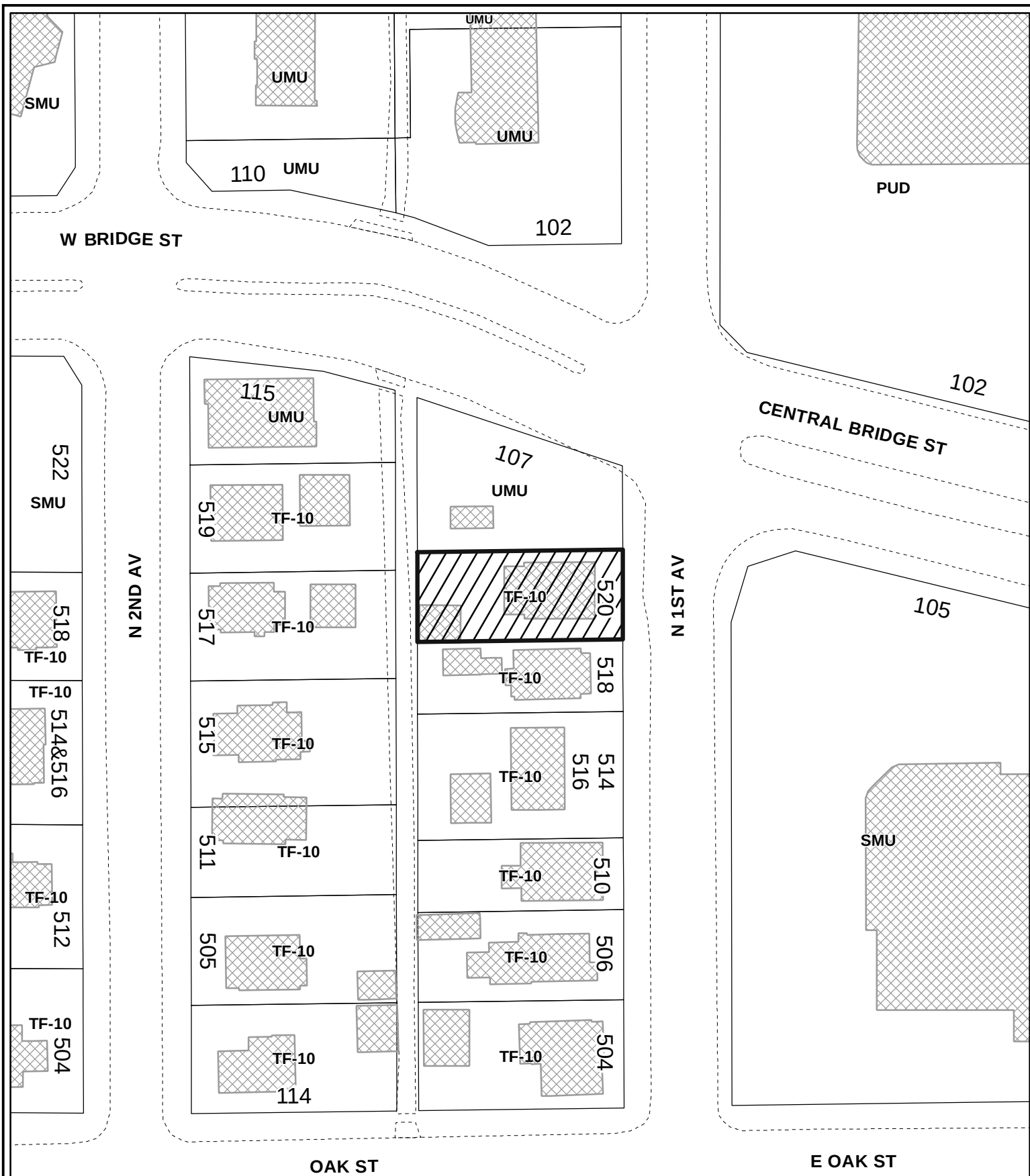
The intersection of Bridge Street and 1st Avenue is a fairly major commercial node in the city. This node already contains national retailers on three corners of the intersection. The fourth (southwest) corner contains the subject property which is only one small parcel away from the intersection. In recent years, the trend of development at this intersection has been towards larger commercial uses. Directly across

Bridge Street, smaller residential parcels were rezoned to accommodate the carwash and donut/coffee shop. Prior to that, CVS pharmacy rezoned their parcel from industrial to commercial.

Bridge Street is a busy corridor that contains mainly commercial uses, particularly east of 3rd Avenue. It does not seem unreasonable that the subject parcel, which is essentially located at the intersection of Bridge Street and 1st Avenue, should be rezoned to mixed-use to allow for commercial development.

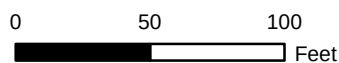
3. ADDRESS(ES)





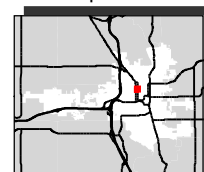
Map Date: June 3, 2022

City of Wausau
Marathon County Wisconsin



-  Area of Interest
-  Building

Map Location

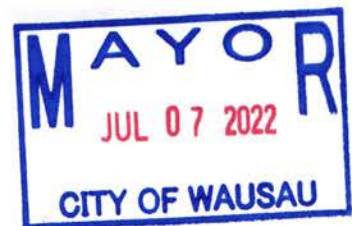
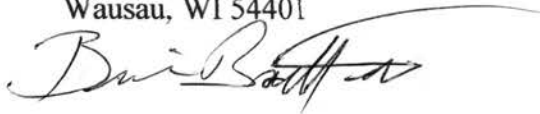


407 Grant street
Wausau, WI 54403

Dear Mayor Rosenberg,

In regards to the rezoning of 520 north n1st. avenue .
I live at 518 North 1st. Avenue I work at Graphic Packaging int. witch is a 7 day
operation with rotating shifts. I have hard time sleeping with all the noise from the car
wash and the coffee shop that blocks the ally way when more than two cars inline. and to
have a business right next door would be detrimental to my health so please don't let this
happen. thank you.

sincerely,
Brian K Bartelt
518 North 1st. ave
Wausau, WI 54401



Planning Division



Brad Lenz, AICP
City Planner

NOTICE TO OWNERS OF PROPERTY IN THE VICINITY 520 NORTH 1ST AVENUE: Bridge Street Mission has requested that 520 North 1st Avenue be rezoned from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed-Use Zoning District. Below is a copy of the Official Notice of the public hearing which must be held. If you have any questions about the rezoning request or the public hearing, please contact either City Planner Brad Lenz, at 715-261-6753 or Zoning Administrator William Hebert, at 715-261-6783. If you wish to express concerns or support for the proposal, please be prepared to do so at the public hearing or submit written comments **before** the public hearing date to Mayor Katie Rosenberg, 407 Grant Street, Wausau, WI 54403.

(The following legal notice to be published on June 6 and 13, 2022 in the *Wausau Daily Herald*)

520 NORTH 1ST AVENUE

**NOTICE OF PUBLIC HEARING
AFFECTING ZONING ORDINANCE OF THE CITY OF WAUSAU**

Notice is hereby given that a petition has been filed by the City of Wausau **requesting that the following described property be rezoned from:**

TF-10, Two Flat Residential-10 Zoning District zoned portions of the following described property:

EVA P QUAWS ADD N 40' OF LOT 1 & S 10' OF LOT 2 BLK 1, MORE
COMMONLY KNOWN AS 520 NORTH 1ST AVENUE

be changed to UMU, Urban Mixed-Use Zoning District.

Notice is hereby given that the **Plan Commission** will hear said petition at a **public hearing** to be held in the Common Council Chambers of Wausau City Hall, 407 Grant Street, at its meeting beginning at **5:00 p.m. on Tuesday, June 21, 2022.**

Notice is also given that the **Common Council** is expected to consider the proposed rezoning at its meeting in July, which is currently scheduled to begin at **6:30 p.m. on Tuesday, July 12, 2022**, at which time final action on this petition may be taken. ► **Please call the Clerk/Customer Service Office at 715-261-6620 to confirm the date and time of the Common Council meeting.**

June 2, 2022

Kaitlyn Bernarde, City Clerk

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget for Riverside Park Preliminary Remediation Work

Committee Action: *Pending*

Fiscal Impact: \$28,600

File Number: 21-1109C

Date Introduced: Aug 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$28,600</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☒ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Wisconsin Department of Natural Resources has concluded their remedial action options report; and

WHEREAS, staff recommends retaining REI to perform disposal and delineation testing to obtain accurate information to include in the competitive remediation and excavation bidding documents; and

WHEREAS, the REI quoted is \$28,600; and

WHEREAS, the Environmental Fund currently has a balance of \$991,857; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to finance the cost from the Environmental Fund; and

128-228092190 Professional Services \$28,600

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

Approved:

Katie Rosenberg, Mayor

Dept. of Public Works & Utilities



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

TO: Finance Committee

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

DATE: August 10, 2020

SUBJECT: WDNR RR Corridor Riverside Park Disposal and Delineation – Budget Modification

The WDNR has concluded the Remedial Action Options Report (RAOR) is complete. REI has prepared the proposal for the Disposal and Delineation testing required to receive approval from the Marathon County Landfill to accept the material and to collect the recommended delineation soil samples prior to excavation activities. The total cost of this proposal is estimated at \$28,600.

Initially this work was going to be completed with the bidding of the remediation and excavation work. It was determined the best course of action was to have this information collected and be included in the bidding specifications to reduce the risk and need for change orders during construction. Remediation work is still proposed to be bid this year once this information has been collected.

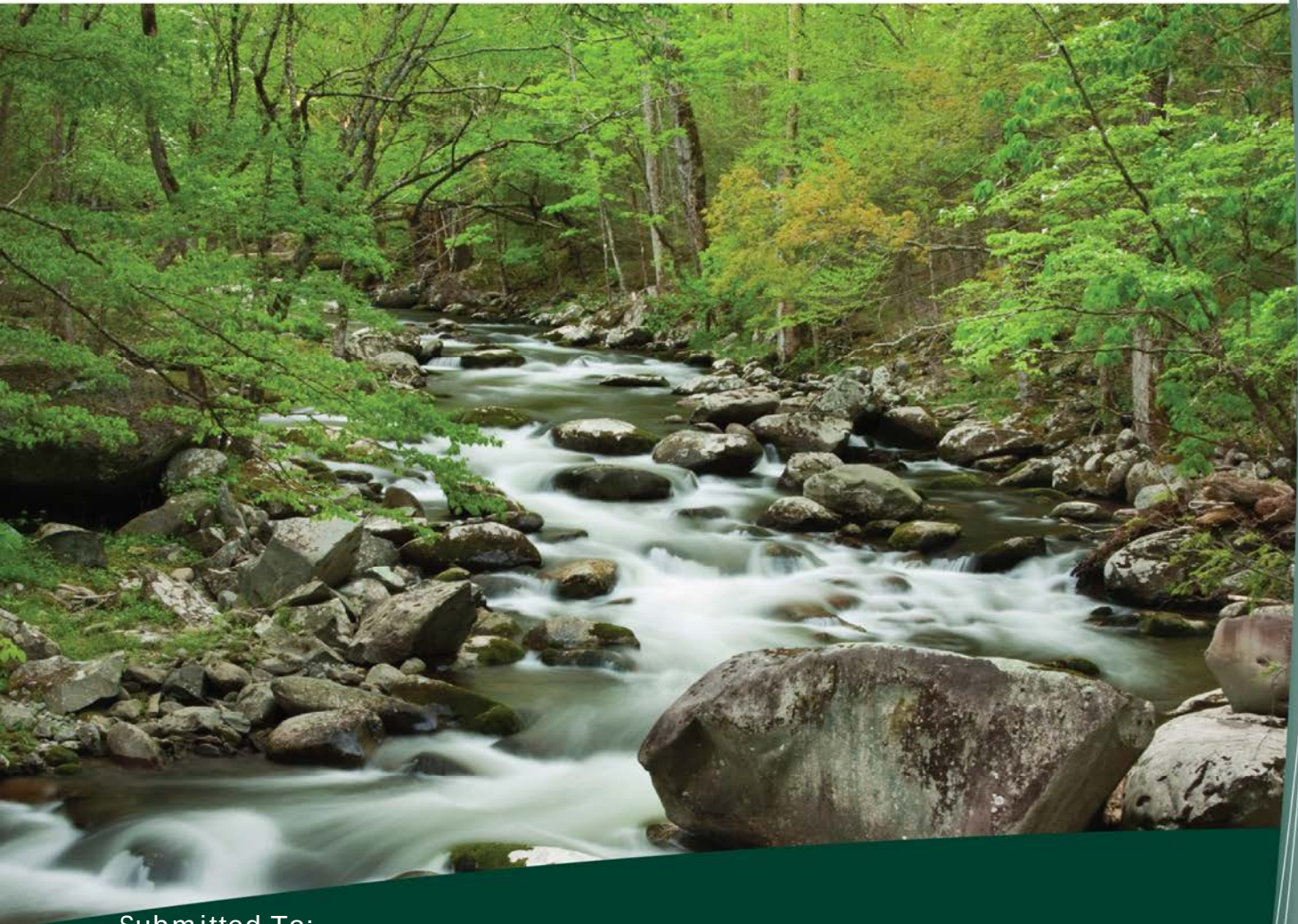


**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**

**REMEDIAL ACTION SAMPLING – DISPOSAL
AND DELINEATION (JULY 2022)**

SUBJECT PROPERTY:

**RIVERSIDE PARK
132 RIVER STREET
WAUSAU, WI**



Submitted To:
City of Wausau
Attn: Mr. Eric Lindman, P.E.
407 Grant Street
Wausau, WI 54403-4783
July 27, 2022

Prepared By:
REI Engineering, Inc.
4080 N 20th Avenue
Wausau, WI 54401
(715) 675-9784

**COMPREHENSIVE
SERVICES WITH
PRACTICAL
SOLUTIONS**



Why Choose REI?



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

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

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

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

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



Would you
hire REI again?

100%



Did REI meet your
expectation on the
quality of service?

99.6%



99.4%

Did REI keep you
informed on
project progress?



Did REI meet
your deadlines?

99%

How would you rate REI out of 5 stars?



*What are our
clients saying?*

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

*Northcentral Technical
College*

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

Ruder Ware

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

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

Incredible Bank

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

Greenheck Fan Corporation

REIengineering.com

What REI Can Do For You

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

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



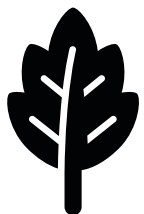
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Unmatched project delivery supported by integrity and quality



LAND SURVEYING

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ENVIRONMENTAL CONSULTING AND EMERGENCY RESPONSE

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



SAFETY CONSULTING

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

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

*Cheryl Ustianowski,
Town of Roosevelt*

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

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

Goetsch's Welding & Machine, Inc."

INTRODUCTION

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

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

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

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

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

Landfill required additional soil sampling for the landfill's Protocol 1 to determine that the excavated materials could be disposed of as a solid waste and would not be qualified as a hazardous material. Additionally, REI recommended that additional soil samples be collected from the proposed excavation prior to completion of the excavation in order to verify the excavation would encompass the entire lateral extent of soil contamination. These samples would also be used as the sidewall confirmation samples for the completed excavation since it is not possible to accurately field screen for the contaminants of concern.

The purpose of the following scope of services will be to conduct the required soil sampling in order to obtain approval from the Marathon County Landfill for disposal of the proposed excavated materials and collect the recommended delineation soil samples prior to excavation activities at the site.

SCOPE OF WORK

1. REI will coordinate a public utility locate a minimum of three (3) days in advance of any site work.
2. Due to the close proximity to property lines and limited visual references, assistance from the City of Wausau survey staff is requested re-stake the historic P-series, R1, R2, and RP-series sample locations along with the property boundaries for the three (3) residential properties located adjacent to the south property boundary of the park.
3. Mobilize to the site to collect four (4) composite soil samples from within the extent of the proposed soil excavation. The composite soil samples will consist of composited soil samples collected across four (4) distinct lines within the proposed soil excavation. Collected soil sample will be submitted to a state certified laboratory of analysis of Marathon County Landfill Protocol 1 sample parameters.
4. REI personnel will also collect shallow soil samples at up to eighteen (18) locations around the perimeter of the proposed excavation extent. The soil samples will be collected at a depth of two (2) to three (3) inches below land surface. Soil sample locations will be staked and labeled for future identification

of the sample locations. Collected soil samples will be submitted to a state certified laboratory for analysis of dioxins/furans.

5. REI will update the existing detailed site map showing all significant features including the approximate former soil sample locations along with these additional soil sample locations and approximate property lines.
6. Photographs of the boring location will be taken for documentation purposes.
7. REI will provide the Marathon County Landfill with results of the composite soil samples for verification that the proposed material to be excavated can be accepted as a solid waste. REI personnel will also complete the required waste profile required by the Marathon County Landfill.
8. REI will verify the proposed lateral extent of the soil excavation will remediate soil contamination exceeding the WAC Chapter NR720 Direct Contact RCLs. If the lateral extent has been verified, REI will assist the City of Wausau in preparation of bid documents for completion of the soil excavation. If the lateral extent of the proposed excavation needs to be expanded, REI will provide a proposal for additional lateral extent soil sampling to verify to updated lateral extent of soil excavation.

EXEMPTIONS

Any additional remediation necessary is not included in this proposal.

CONDITIONS

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



Professional Services Agreement

Proposed Services: Remedial Action Sampling – Disposal and
Delineation (July 2022)
Site Name: Riverside Park, 132 River Street, Wausau, WI
Client: City of Wausau, Attn: Mr. Eric Lindman, P.E., 407 Grant
Street, Wausau, WI 54403
Date: July 27, 2022 REI Project No.: 9073

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

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

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

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

Subcontracted Services

Laboratory Analysis – Soil Samples – 18 samples in Riverside Park	\$14,975.00
Laboratory Analysis – Soil Samples – 4 MCLF Protocol 1 Composite Samples	\$7,825.00

Professional Consulting Services

Project management, coordination, data interpretation, drafting	\$3,300.00
Field time and travel, equipment and supplies	\$2,500.00

Estimated Project Total*	\$28,600.00
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**Cost for preparation of the case closure request is not included in this proposal.*

General Conditions: See "General Conditions"

Advanced Payment: N/A

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

CLIENT:

Signature: _____

Printed Name: _____

Title: _____

Phone number: _____

Date: _____

REI ENGINEERING, INC.:

Signature: _____

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

Title: Hydrogeologist

Date: _____

General Conditions

PART 1: SERVICES AND DELIVERABLES

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

PART 2: FEES FOR SERVICES

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

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

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

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

PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

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

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

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

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

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

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

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

PART 4: HAZARDOUS MATERIALS

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

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

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

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

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

PART 5: SUBCONTRACTORS

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

PART 6: LIMITATIONS OF LIABILITY

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

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

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

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

PART 7: INSURANCE

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

PART 8: FORCE MAJEURE

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

PART 9: PERMITS

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

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

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

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

PART 10: STANDARD OF CARE

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

PART 11: TERMINATION

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

PART 12: REI EMPLOYEES

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

PART 13: MISCELLANEOUS

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

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving bargaining agreement between the City of Wausau and Amalgamated Transit Union for July 1, 2022 – June 30, 2024

Committee Action: *Pending*

Fiscal Impact:

File Number: 04-0306

Date Introduced: August 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐	No ☐	
	<i>Included in Budget:</i>	Yes ☐	No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐	No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐	No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>			

RESOLUTION

WHEREAS, representatives of the City of Wausau (hereafter referred to as “City”) and the Local 1168 Amalgamated Transit Union, AFL-CIO (hereafter referred to as “Association”) have agreed to the provisions of a collective bargaining agreement encompassing the period of July 1, 2022, through June 30, 2024, the summary of the agreement being attached, and

WHEREAS, your Human Resources Committee recommends the adoption of this agreement, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Association, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a two and a half-year agreement, encompassing the periods of July 1, 2022, through June 30, 2024, inclusive and retroactive, and

BE IT FURTHER RESOLVED, that the Mayor and other proper City officials are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provisions in the latest current agreement.

Approved:

Katie Rosenberg, Mayor

**Amalgamated Transit Union
Summary of Tentative Agreement, June 16, 2022**

Article	Agreement
Entire Agreement	Updating outdated information. EX; if the CBA stated Effective January 1, 2015 delete dates reference and replace with current dates.
7 – Grievance	Update language/definitions and extended notice from Union after their monthly meeting.
9 – Holidays	Added New Years Eve Day as a working holiday
10 – Vacation	Defined hours paid for full-time and part-time employees. Clarified Scheduling procedures for vacation.
11 – Sick Leave	Defined hours paid for full-time and part-time employees.
12- Perfect Attendance Leave	Defined hours paid for full-time and part-time employees.
16 – Bereavement Leave	Changed Funeral Leave to Bereavement Leave- followed the employee handbook and added usage time extension.
19- Working Hours and Overtime	Added when work schedules will be posted.
32 Entire Memorandum of Agreement	Added language regarding employees seeking Fed Med card and payment up to 2 hours to obtain one.
35 – Voluntary Separation	Added language to match handbook.
Appendix A	Adjusted Bus Operator I wages to a line with Bus Operator II. Added an additional step E with a 48 month service on all classifications with a 3% increase. Eliminated the steps for Bus Operator I in language. 06/26/22 2% Increase 12/25/22 1.5% Increase 07/09/23 1.5% Increase 12/24/23 1.5% Increase