*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

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:	**Tuesday, September 27, 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

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

File #	CMT	Consent Agenda	ACT
22-0901	COUN	Minutes of previous meetings (9/13/22)	Placed on file
22-0909	CISM	Resolution Establishing Assessment Rates for 2023 New Street Construction Projects	Approved 5-0
22-0910	CISM	Resolution Approving easement agreement with Mathew Aschbrenner and Kristen Aschbrenner adjacent to 1100 Highland Park Boulevard	Approved 5-0
18-1011	CISM	Resolution Approving Revised State/Municipal Agreement for the Business Campus Trail – 72nd Avenue, Stewart Avenue to International Drive	Approved 5-0
75-1138	PH&S	Ordinance Amending Section 2.18.050 Procedure	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
22-0903		Mayor's Appointments	
22-0108	PH&S	Resolution Approving Operator's License for Kim Waits	Failed 2-3
22-0911	FIN	Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed $3,795,000 General Obligation Promissory Notes, Series 2022A	Approved 5-0
21-1109	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Catholic Charities Year Round Warming Center	Approved 5-0
21-1109E	FIN	Resolution Approving Modification of the 2022 Budget for Fencing Project	Approved 5-0
21-1109F	FIN	Resolution Authorizing the Wausau Police Department to accept the award of the Wisconsin Department of Administration Grant and execute a memorandum of an agreement and incorporate the grant into the 2022 budget	Approved 5-0
12-0217	HR	Resolution Approving Selection of Gallagher & Co., for Market Salary Survey and Master Agreement for Professional Services	Approved 5-0
22-0912	CISM & PLAN	Joint Resolution Approval of Transportation Project Plat for the reconstruction of Stewart Avenue from 72nd Avenue to 48th Avenue	Approved 5-0 Approved 6-0
		Suspend Rule 6(B) Filing (2/3 vote required)	
21-1109B	FIN	Resolution Approving and Adopting the Budget for professional services related to supplemental site investigation and remedial action options report from GEI	Pending
21-1109C	FIN	Resolution Approving and Adopting the Budget for professional services related to ARPA subrecipient contract and procurement advisory services	Pending
21-1109D	FIN & HR	Joint Resolution Authorizing the Wausau Fire Department to accept the award of the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant, to add nine additional FTE firefighters to the Fire Department Roster for a three-year period beginning 1/1/2023	Pending Approved 5-0
		Public Comment & Suggestions	

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to approval of the Development Agreement between City of Wausau and Foundry on 3rd PH 1, LLC (Reg. Agent T. Wall 301 Wash Mgr, LLC)

RECONVENE into Open Session, if necessary, to take action on Closed Session item(s).

19-0921	FIN & ED	Joint Resolution Approving Development Agreement between City of Wausau and Foundry on 3rd PH 1, LLC (Reg. Agent T. Wall 301 Wash Mgr, LLC) and approving tax increment financing incentives	Approved 5-0 Approved 4-1
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

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 9/23/22 @ 4:15 PM. 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.

Office of the Mayor
Katie Rosenberg

WAUSAU
WISCONSIN

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

Proclamation

WHEREAS, the observation of a Hispanic Heritage Week has been celebrated in the United States since 1968, and was expanded to a month beginning with September 15th, in 1988; and

WHEREAS September 15th is the independence day for five Central American countries including Costa Rice, El Salvador, Guatemala, Honduras, and Nicaragua, September 16th is the independence day for Mexico and September 18th is the independence day for Chile; and

WHEREAS, Hispanic Heritage Month honors the traditions and countless artistic, scientific, political, and cultural contributions of Wausau residents who trace their roots to Spain, Mexico, Puerto Rico and the Spanish-speaking nations of Central America, South America, and the Caribbean; and

WHEREAS, Hispanic Americans from Wisconsin and every corner of our country have fought in every war and conflict involving the United States since the Revolutionary War, and 60 Hispanic American have received the Congressional Medal of Honor, our nation's highest military aware for valor in action against an enemy force; and

WHEREAS, the US Census reports that Hispanic Americans comprise 7.1 percent of the population in Wisconsin and 18.5 percent of the US population, making them the largest ethnic minority group in the country and the fastest-growing constituency within our great city and state; and

WHEREAS, Hispanic Heritage Month provides an opportunity for every Wausau resident to reflect on the countless contributions of Hispanic Americans, and to honor and appreciate the cultural heritage and collective resilience of Hispanic Americans in our communities; now,

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September 15 to October 15, 2022 as

Hispanic Heritage Month

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

Katie Rosenberg
Mayor, City of Wausau
September 26, 2022

Office of the Mayor
Katie Rosenberg

WAUSAU
WISCONSIN

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

Proclamation

WHEREAS, blindness and severe visual impairment affect approximately 100,000 Wisconsin residents; and

WHEREAS, the majority of these person use travel aids, such as a white cane or a service animal to get around public streets and sidewalks and places of public accommodation; and

WHEREAS, these travel aids are universally recognized as symbols representing vision loss; and

WHEREAS, Wisconsin's White Cane Law requires that motorists come to a full stop before approaching closer than 10 feet to a pedestrian who is using a white cane or service animal; and

WHEREAS, careful driving and fully stopping when pedestrians are in the crosswalk is beneficial to all residents, including children, elders and people with disabilities; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 15, 2022 as

White Cane Safety Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and acknowledge the importance of pedestrian safety year-round.

Katie Rosenberg
Mayor, City of Wausau
October 14, 2022

Office of the Mayor
Katie Rosenberg

WAUSAU
WISCONSIN

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

Proclamation

WHEREAS, breast cancer has the second highest mortality rate in women, and is the second most diagnosed cancer; and

WHEREAS, every two minutes a woman is diagnosed with breast cancer, and 30% of new women's cancer diagnoses will be for breast cancer; and

WHEREAS, 1 out of every 8 women in the United States will be diagnosed with breast cancer during her lifetime; and

WHEREAS, by the end of December, 2022, there will be an estimated 287,850 new cases of invasive breast cancer diagnosed, and 51,400 cases of non-invasive, for a total of 339,250 new cases; and

WHEREAS, men can also get breast cancer, and an estimated 2,710 men will be diagnosed with it in 2022; and

WHEREAS, as of January, 2022, there were 3.8 million breast cancer survivors in the United States; and

WHEREAS, the lights on the Bridge Street and Scott Street bridges will "Go Pink" for the month to raise awareness about breast cancer; now

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

Breast Cancer Awareness Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and encourage all women and men to learn more about how this disease may affect their lives, and to take the necessary steps for early detection and prevention. I ask that during this month, we also recommit ourselves to standing by survivors and their families, and support worthy organizations working tirelessly to find a cure.

Katie Rosenberg
Mayor, City of Wausau
September 29, 2022

Office of the Mayor
Katie Rosenberg

WAUSAU
WISCONSIN

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

Proclamation

WHEREAS, approximately 1 in 5,000 people are born with dwarfism and it is estimated that 80% of people with dwarfism are born to average height parents; and

WHEREAS, there are over 400 types of dwarfism; and

WHEREAS, this year is the 30th anniversary of the Americans with Disabilities Act and dwarfism is covered under the ADA in the United States; and

WHEREAS, the term disability is not a bad word. Structural and physical access continue to be a significant issue for people with dwarfism and people with dwarfism may still face discrimination or harassment; and

WHEREAS, many of the barriers and obstacles are put in place by society, even before any potential medical complications of dwarfism are considered; and

WHEREAS, people with dwarfism come from all walks of life and contribute to Wausau's economy by being productive members of the workforce holding a variety of different careers; and

WHEREAS, October 25th is recognized as Dwarfism Awareness Day and aims to raise awareness and further educate individuals about dwarfism; now

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

Dwarfism Awareness and Acceptence Month

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

Katie Rosenberg
Mayor, City of Wausau
September 29, 2022

Office of the Mayor
Katie Rosenberg

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

Proclamation

WHEREAS, 95% of the ginseng grown in the United States is from Wisconsin for an annual harvest of over 1,000,000 pounds; and

WHEREAS, 98% of ginseng exported from the United States originates in Central Wisconsin and Marathon County proudly produces the majority of that ginseng; and

WHEREAS, as one of Wisconsin's largest cash crops, ginseng strengthens the Wausau area's economy, in addition to bolstering our great state's prosperity; and

WHEREAS, like many good things, Marathon County's ginseng tradition began with parents telling their children that if they want something, they would have to work for it. And from those humble beginnings at the Fromm Brothers Fur and Ginseng Farm – who are widely attributed as starting the modern day farming and cultivation techniques for ginseng as early as 1904 – Wisconsin's international ginseng industry bloomed and propagated; and

WHEREAS, Wausau and Marathon County's climate, soil, and topography is the precise environmental combination to create that distinct and distinguished American terroir that sets the international standard for taste and purity for ginseng; and

WHEREAS, Wisconsin ginseng farmers and their employees enhance our community's agricultural and human diversity; and

WHEREAS, beginning in 2017 the International Wisconsin Ginseng Festival has drawn buyers, customers, tourists, and foodies to Wausau every autumn to take part in the crop's annual harvest and commercial trade; and

WHEREAS, Wisconsin signed 2017 Wisconsin Act 86 into law on November 30, 2017 officially designating ginseng as the state herb; and

WHEREAS, Marathon County is widely recognized as the American Ginseng Capital of the World, today we're proud to officially memorialize Wausau, Wisconsin as the welcoming hub of the international trade of this prized root; now

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

Internation Wisconsin American Ginseng Month

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

Katie Rosenberg
Mayor, City of Wausau
September 20, 2022

407 Grant Street – Wausau, WI 54403

Office of the Mayor
Katie Rosenberg

WAUSAU
WISCONSIN

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

Proclamation

WHEREAS, mental health is part of overall health; and

WHEREAS, one in five adults experiences a mental health problem in any given year; and

WHEREAS, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

WHEREAS, suicide is the 10th leading cause of death in the United States and the 2nd leading cause among young adults, and 90% of people who die by suicide had shown symptoms of a mental health condition, according to interviews with family, friends and medical professionals; and

WHEREAS, long delays—sometimes decades—often occur between the time symptoms first appear and when individuals get help; and

WHEREAS, early identification and treatment can make a difference in successful management of mental illness and recovery; and

WHEREAS, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help; and

WHEREAS, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 2-8, 2022 as

Mental Health Awareness Week

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, so that they can help to shine a light on mental illness and fight stigma, provide support, educate the public and advocate for equal care.

Katie Rosenberg
Mayor, City of Wausau
October 1, 2022

407 Grant Street – Wausau, WI 54403

Office of the Mayor
Katie Rosenberg

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

WAUSAU
WISCONSIN

Proclamation

WHEREAS, the city of Wausau, Wisconsin is committed to ensuring the safety and security of all those living in and visiting Wausau; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,580 people in the United States in 2020, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire, in which you may have less than two minutes to escape to safety; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Wausau's residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, Wausau's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Wausau's residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Wausau's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Wausau's residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, 2022 is the 100th anniversary of Fire Prevention Week, and the theme is "Fire won't wait. Plan your escape." works to educate everyone about simple but important actions that can be taken to keep yourselves safe from home fires; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 9-15, 2022 as

Fire Prevention Week

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, so that they can be more prepared and increase their safety from home fires.

Katie Rosenberg
Mayor, City of Wausau
October 8, 2022

Office of the Mayor
Katie Rosenberg

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

Proclamation

WHEREAS, the safety of all Wisconsin is important to the Commonwealth and wellbeing of its citizens, families and communities; and

WHEREAS, Healthcare Security and Safety Officers are dedicated and caring group of individuals who serve citizens and healthcare facilities every day; and

WHEREAS, Healthcare Security and Safety Officers work tirelessly to provide a safe and secure healthcare environment, and their efforts support a community of care that is conducive to quality treatment for patients and their families; and

WHEREAS, Healthcare Security and Safety Officers work closely with local, state, and federal law enforcement to help reduce crime in our communities; and WHEREAS, Healthcare Security and Safety Officers selflessly put themselves on the frontline every day, demonstrating their dedication and commitment to serving others; and

WHEREAS, Healthcare Security and Safety Officers are tasked with protecting all those who work, visit or receive treatment in healthcare facility as the first responders to security and safety incidents; and

WHEREAS, the International Association of Healthcare Security and Safety has designated October 9th to 15th, 2022 as Healthcare Security and Safety Week "Leading with Excellence. Protecting with Care"; and

WHEREAS, the City of Wausau recognizes the importance of our Healthcare Security and Safety and acknowledges the strong commitment, diligence and care officers display in their practice and profession for the healthcare community; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 9-15, 2022 as

Healthcare Security and Safety Week

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

Katie Rosenberg
Mayor, City of Wausau
October 8, 2022

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Establishing Assessment Rates for 2023 New Street Construction Projects

Committee Action:	Approved 5-0
Fiscal Impact:	Amount of 2023 special assessments will depend on what projects are included in the budget.

File Number:	22-0909	**Date Introduced:**	September 27, 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, on September 8, 2022, your Capital Improvements and Street Maintenance Committee reviewed the 2022 costs for the street construction projects; and

WHEREAS, your Committee recommends the 2023 assessable costs per foot per side of adjusted front footage be established at $55.00 per foot and $500 for the replacement of sewer laterals; with rates for replacement of defective sidewalk assessed at 25% of the bid price, installation of new sidewalk assessed at 50% of the bid price, and replacement of drive approaches assessed at 100% of the bid price; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby establish $55.00 per foot per side as the assessable rate for 2023 street construction projects and $500 for the replacement of sewer laterals; with rates for replacement of defective sidewalk assessed at 25% of the bid price, installation of new sidewalk assessed at 50% of the bid price, and replacement of drive approaches assessed at 100% of the bid price.

Approved:

_____

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Andrew Lynch, Tom Kilian, Lori Wunsch

Discussion and possible action on establishing assessment rates for 2023 construction projects

It has been the City's policy to assess 60% of the cost of the roadway to include curb, gutter, pavement, base course, and excavation of the street. This does not include storm sewer, water, or sewer. This year the rate was $42 a foot, which has not been raised in a couple of years. With currents costs to build a road, the rate would have to be raised to $100 a foot if we want to assess 60%. The policy of 60% was decided by CISM years ago; it is not an ordinance and we do not have to assess 60%. If the rate stays at $42 a foot, we would be assessing about 25% of the cost of the road.

Rasmussen believes raising to $100 in one step is impossible. If one has a 100' lot, the assessment would jump from $4,200 to $10,000. People cannot afford that, and it is not feasible with the way the economy is. While it is a good goal to get back to 60%, we should step into it. If we want to raise the rate, we could consider $55 a foot and then each year look at where we are economically. Right now, bids are incredibly high. Each year we should make a decision if we want to get closer to the 60% but doing it all in one year is too much for people. Wesolowski noted that he was not recommending $100; that is a big jump. He just wanted to show the comparison. Gisselman feels $55 is a good suggestion as there is a need for some kind of raise.

Gisselman moved to raise the assessment rate from $42 a foot to $55 a foot. Rasmussen seconded and the motion carried unanimously 5-0.

Agenda Item No.

7

STAFF REPORT TO CISM COMMITTEE – September 8, 2022

AGENDA ITEM

Discussion and possible action on establishing assessment rates for 2023 construction projects

BACKGROUND

Each year the city establishes assessment rates for street reconstruction projects. The past practice has been established to assess approximately 60% of the street reconstruction cost (excluding storm sewer or utilities). The assessment rate for the 2022 construction season was $42 per assessable foot. This means a resident with a 60 foot wide lot would be assessed $2,520 (60' x $42/ft.). Assessable footage for each lot is determined for each individual lot. Assessable footage on each project varies and it is difficult to determine 60% of the cost due to irregular lot dimensions and corner lots. It is also unknown how prices will be impacted in 2023.

Sewer lateral replacement during street projects was set at $500 in 2022.

Replacement of defective sidewalk is assessed out at 25% of the bid price. New sidewalk would be assessed at 50% of the bid price.

Drive approach replacement is assessed out at 100% of the bid price.

FISCAL IMPACT

Raising the assessment rate brings more funds back to the City's budget.

STAFF RECOMMENDATION

Staff recommends CISM consider raising the $42 per assessable foot for 2023 street construction projects. Bid prices were up considerably in 2022 and it is obviously an unknown as to how bid prices will be impacted by inflation or contractor availability in 2023. The current assessment rate of $42 per assessable foot represents approximately 25% of the cost. If CISM wants to continue with the policy of assessing 60% of the cost, the rate would need to be raised to $100 per foot. All other assessment rates are based on bid prices as noted above.

Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE			
Approving easement agreement with Mathew Aschbrenner and Kristen Aschbrenner adjacent to 1100 Highland Park Boulevard			
Committee Action:	Approved 5-0		
Fiscal Impact:	None		
File Number:	22-0910	**Date Introduced:**	September 27, 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, the property owners of 1100 Highland Park Boulevard, Mathew Aschbrenner and Kristen Aschbrenner, have requested that the City of Wausau grant them permission by easement to locate a small structure and decorative vegetation with the right-of-way adjacent to their property; and

WHEREAS, this existing right-of-way is currently unused and undeveloped; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their September 8, 2022 meeting, discussed and approved entering into an easement with Mathew Aschbrenner and Kristen Aschbrenner; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached easement agreement and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

_____

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Andrew Lynch, Tom Kilian, Lori Wunsch

Discussion and possible action on an easement for 1100 Highland Park Boulevard

Bill Hebert, Dave Huempfner, and Wesolowski met on site where an outdoor tea garden was built on a section of City right-of-way that has never been used. The owner of 1010 Everest Boulevard is not happy with the building. Originally staff looked at vacating the right-of-way. However, when researched all the land would revert to 1100 Highland Park Boulevard. When this was discussed with the owner of 1010 Everest Boulevard, they would object to vacating. Either an easement would need to be granted or orders would be given to remove the structure.

Rasmussen said there are similar situations like this. She feels an easement makes sense as it is a small portion of right-of-way. The easement would carry a caveat that it would have to be removed at the owner's expense if it becomes necessary. We have done this when people put landscaping or sprinkler systems in the right-of-way. An investment was made, it blends with the property, and there is no immediate public use for the area.

Rasmussen moved to approve. Seconded by Henke.

Larson is torn. If we start allowing people to put things on City property it would open a can of worms. There is already one objection to it, and he is not sure he can support it. Henke asked if they got a building permit. Wesolowski indicated a permit was not obtained. These types of situations are handled on a case-by-case basis. We have allowed retaining walls and such in the right-of-way. Larson feels this is neighbor against neighbor and questioned who should be sided with. Gisselman asked if the area is paved. Wesolowski explained it is undeveloped. One would never know there was right-of-way there. People treat the area as their backyard. Gisselman asked if it would be split between the properties if vacated. Wesolowski said in this case all of the right-of-way would go to 1100 Highland Park. The easement would be written where it would be their responsibility to take down if needed. The easement would also include a hold harmless agreement, which is typical for an easement for items in the right-of-way. Discussion followed.

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

Agenda Item No.
4

STAFF REPORT TO CISM COMMITTEE – September 8, 2022

AGENDA ITEM

Discussion and possible action on an easement for1100 Highland Park Boulevard

BACKGROUND

The Engineering Department and Inspections Department was informed the owner of 1100 Highland Park Boulevard has placed a structure in the unused right-of-way adjacent to their property. See the attached map and photos.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff does not anticipate a need for the city to utilize the right-of-way at this time. The easement would be worded such the owner would be responsible to remove the encroachment at the city's request in the future if the need arose.

Staff contact: Allen Wesolowski 715-261-6762

O:\Engineering\DWG\PROJ\DFH2022\1010-Everest.dwg, 9/26/2022 12:18:20 PM, 1:20

ArcGIS Web Map

City of Wausau / DPW

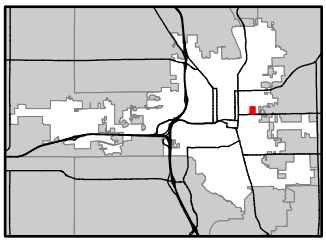
Date Printed: 9/26/2022

0 50 100

ft

Municipal Boundaries

Parcel



N

WAUSAU WISCONSIN

Ayres Associates Inc
Geospatial Division
5201 E Terrace Dr, Suite 200
Madison, WI 53718
(608) 443-1200
www.ayresassociates.com, City of Wausau
407 Grant St
Wausau, WI 54403
(715) 261-6740
www.ci.wausau.wi.us

NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.

2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.

3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us

CONNECTEXPLORER™

Everest Boulevard

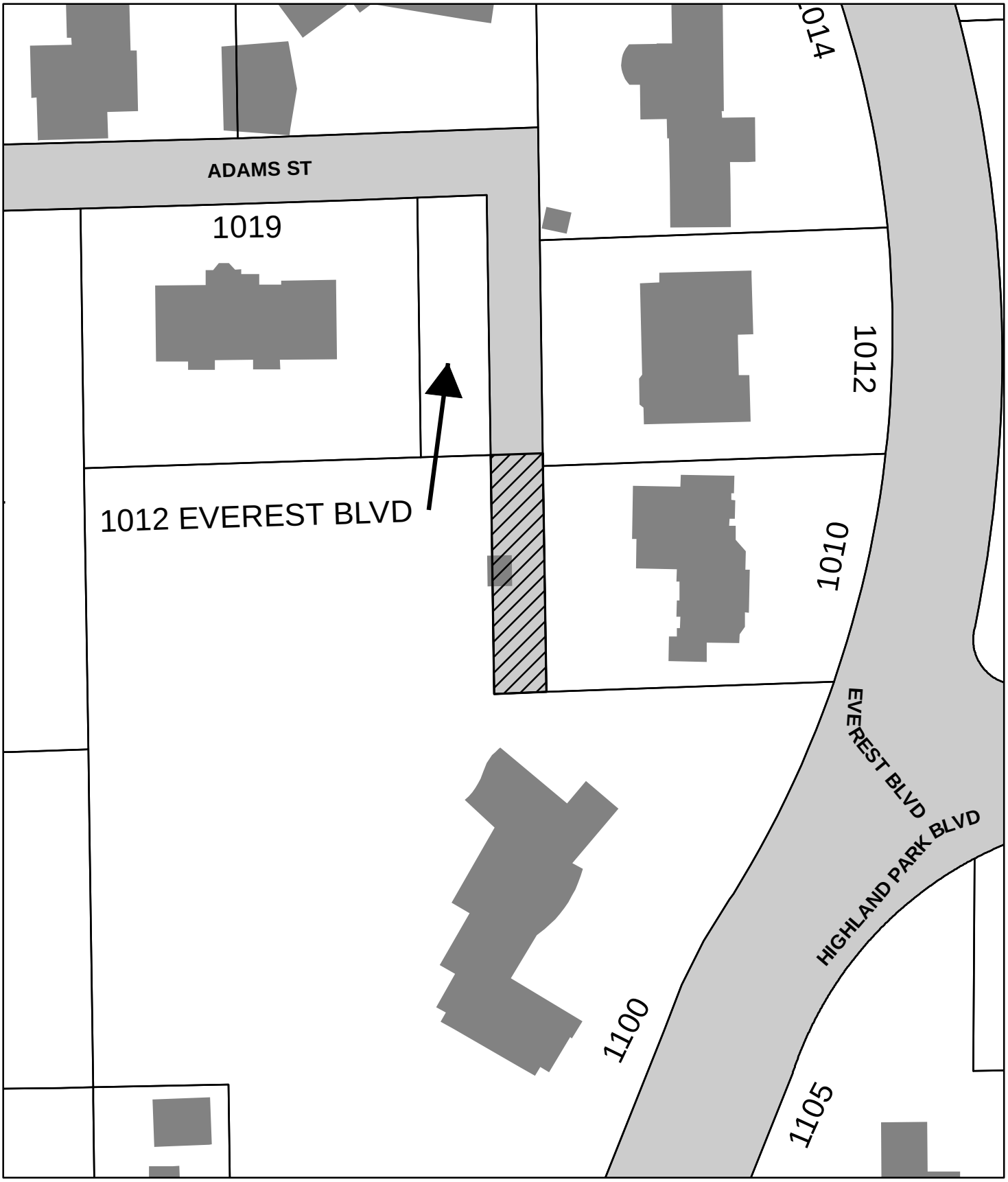
Everest Boulevard

Highland Park Boule

Adams Street

Looking East

© 2020 Eagleview



City of Wausau

Marathon County Wisconsin

Map Date: August 26, 2022

0 50 100 Feet

Legend

- Parcels
- Right of Way
- Proposed Encroachment Easement

Map Location

/citybase/projects/eng/mxds/Proposed_Easement_8x11P.mxd

Document No.

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as "CITY", and MATHEW W ASCHBRENNER AN KRISTEN H BAGNALL, k/n/a KRISTEN H ASCHBRENNER, the owners of land in the City of Wausau adjacent to the street right-of-way which is the subject of this easement, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER owns the property at 1100 Highland Park Boulevard in the City of Wausau, and OWNER has requested that CITY grant to them permission by easement to locate a small structure and decorative vegetation within the right-of-way adjacent to the OWNER's property; and

WHEREAS, CITY is willing to permit this encroachment upon certain terms and conditions, including hold harmless and insurance provisions; and

Recording Area

Name and Return Address
City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-254-0012

WHEREAS, the area encompassed by this easement is described as follows:

Part of the N. 11th Street right-of-way adjacent to Lot 6, Block 1, H. B. Huntington's Addition, being part of the Northeast ¼ of the Southeast ¼, Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the Northerly-most line of Parcel 1 of Certified Survey Map No. 5146 recorded in the Office of Register of Deeds for Marathon County in Volume 19 of Certified Survey Maps on Page 14, and the East line of said Block 1, the point of beginning;

Thence South, along said East line, 104.20 feet to the North line of Lot 6, Block 1, Highland Park Addition, extended Westerly, also being of the North line of said Parcel 1 of Certified Survey Map No. 5146; thence East, along said North line of Lot 6 extended Westerly and said North line of said Parcel 1, approximately 24.4 feet to the East right-of-way of N. 11th Street; thence North, along said East right-of-way, approximately 104 feet to said Northerly-most line of Parcel 1 of Certified Survey Map No. 5146, extended Easterly; thence West, along said Northerly-most line of Parcel 1extended Easterly, approximately 24 feet to said East line of Block 1, the point of beginning.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY grants to OWNER an easement in the right-of-way adjacent to 1100 Highland Park Boulevard for the purpose of the installation of a small structure and decorative vegetation in the right-of-way.

2. OWNER shall maintain liability insurance coverage for their operations on and activities at their location including the easement area, which insurance shall be suitable to CITY and in an amount not less than one million dollars. CITY shall be named as an additional insured on the policy. OWNER shall increase these insurance limits upon request of the CITY.

3. At CITY'S request, OWNER shall remove the structure and all vegetation, at their expense, should the right-of-way be needed for any purpose.

4. OWNER agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to OWNER'S and/or anyone else's operations, actions or omissions on the demised premises or on the adjacent premises owned by OWNER and/or as a result of and/or due to the presence of OWNER or anyone else on the demised premises or on any adjacent premises owned by OWNER and/or due to the existence of this agreement; specifically included within this indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

5. OWNER agrees to release CITY, its employees, agents, officers and officials, whether appointed, hired or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to OWNER'S and/or anyone else's operations, actions or omissions on the demised premises or any adjacent premises owned by OWNER and/or as a result of and/or due to the presence of OWNER or anyone else on the demised premises or on any adjacent premises owned by OWNER and/or due to the existence of this agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

6. This agreement and all of its provisions, with the exception of the continuing insurance, hold harmless, and release provisions, which shall continue and survive as required by CITY, shall terminate and become null and void, and the decorative rock, memorial plaque and vegetation shall be removed by OWNER at their expense within thirty (30) days of notice by CITY. Such removal can be ordered by CITY, at its sole option, for any reason.

7. The terms of this agreement are transferrable by OWNER; however, CITY must be given notice 30 days in advance of any transfer.

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

CITY OF WAUSAU BY:

_____
Katie Rosenberg, Mayor

_____
Kaitlyn A. Bernard, City Clerk

OWNERS BY:

_____
Mathew W. Aschbrenner

_____
Kristen H. Aschbrenner

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2022, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for 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 expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2022, the above named Mathew W Aschbrenner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

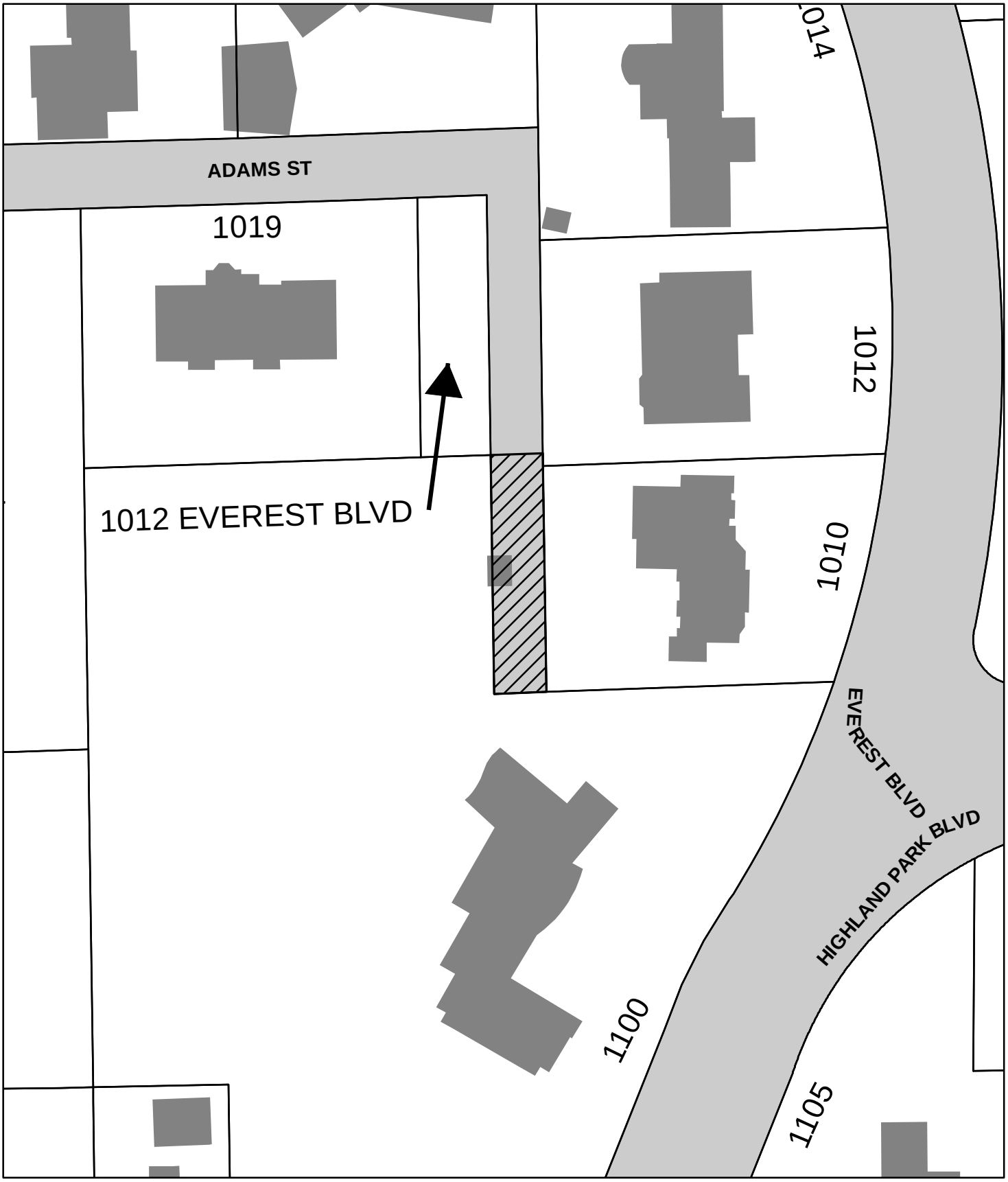
_____
Notary Public, Wisconsin
My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2022, the above named Kristen H Bagnall k/n/a Kristen H Aschbrenner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission expires:_____

This instrument was drafted by
Anne L. Jacobson, City Attorney
City of Wausau
407 Grant, Street
Wausau, WI 54403-4783



City of Wausau

Marathon County Wisconsin

Map Date: August 26, 2022

0 50 100 Feet

Legend

- Parcels
- Right of Way
- Proposed Encroachment Easement

Map Location

/citybase/projects/eng/mxds/Proposed_Easement_8x11P.mxd

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE			
Approving Revised State/Municipal Agreement for the Business Campus Trail – 72nd Avenue, Stewart Avenue to International Drive			
Committee Action:	Approved 5-0		
Fiscal Impact:	This is a cost share for which the City is responsible for 20% ($160,124) with 80% federal funding ($640,497 maximum).		
File Number:	18-1011	**Date Introduced:**	September 27, 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: During design & construction billing by DOT*
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, the proposed project is a segment of multi-use trail through Wausau's Business Campus running along 72nd Avenue from Stewart Avenue to International Drive; and

WHEREAS, the majority of the trail would be 10-foot wide and composed of asphalt, boardwalk along the 72nd Avenue wetlands, and curb and gutter to separate the trail facility from the roadway at rural cross-sections; and

WHEREAS, the benefits of this project include encouragement of those who live nearby to walk or bike to work, improving health and safety of business campus employees and making business wellness programs and incentives more effective, improvement of safety for those who walk or bike, and opportunities to enjoy nature while being physically active; and

WHEREAS, this project was originally bid in July of 2022 where only one bid was received, which was at $2,897,802 and far over budget and therefore rejected; and

WHEREAS, the project scope was reduced to remove a portion of the project south of Stewart Avenue to Packer Drive, project completion dates were extended, and the project is being rebid; and

WHEREAS, a revised 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 20 percent of the cost of the design, which is estimated at $22,825; 20 percent of the design review estimated at $2,000; 20 percent of participating construction estimated at $134,699; and 20 percent of participating construction review estimated at $600 for a total of $160,124; and any costs over the total estimated cost distribution of $800,621; and

WHEREAS, the Capital Improvements and Street Maintenance Committee met on September 8, 2022 to review this revised State/Municipal agreement which details the responsibilities of both the State and Municipality for this project; 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 the Business Campus Trail on 72nd Avenue from Stewart Avenue to International Drive.

Approved:

_____

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Andrew Lynch, Tom Kilian, Lori Wunsch

Discussion and possible action on revised State/Municipal Agreement for Business Campus Trail – 72nd Avenue

This is an updated State/Municipal Agreement (SMA) due to change in the scope. The project has been shortened due to price in came in at. The original bid came in at roughly $3 million, far over the budget. Staff looked at ways to save costs. One way was to reduce the scope and remove a portion of the project south of Stewart Avenue to Packer Drive. The other was to change construction dates. A lot of contractors did not have the time available to build it and only one bid was received. With this SMA the project limits were changed, and this will be rebid with advertising beginning next Tuesday with construction next year. Rasmussen does not want to lose sight of the south portion that was removed and hopes it can be constructed in a future phase.

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

Agenda Item No.
9

STAFF REPORT TO CISM COMMITTEE – September 8, 2022

AGENDA ITEM

Discussion and possible action on revised State/Municipal Agreement for Business Campus Trail – 72nd Avenue

BACKGROUND

- 2018 the city entered into the original State/Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT).
- 2019 the city hired Kapur Associates to begin design of the business campus trail from Packer Drive to International Drive.
- 7/19/2022 the city opened bids for the construction of the business campus trail. One bid was received in the amount of $2,897,802. The engineers estimate for the total construction cost was $1,007,317.42.
- 8/11/2022 the city received a change management authorization from WisDOT to reduce the scope of the project and rebid in hopes to bring the project closer to budget.
- The reduced scope includes the portion of the trail from Stewart Avenue to International Drive and will be advertised for bidding in late September 2022.

FISCAL IMPACT

No changes were made to the maximum federal contribution. Actual project costs will be determined upon bid opening in October 2022.

STAFF RECOMMENDATION

Staff recommends approval of the revised State/Municipal Agreement.

Staff contact: TJ Niksich 715-261-6748

STATE/MUNICIPAL AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT

This agreement supersedes the agreement signed by the Municipality on October 26, 2018 and signed by the State on November 1, 2018.

Subprogram #: 290

Program Name: TAP

2018-2022 Cycle

Date: August 31, 2022

I.D.: 6999-18-09/79

Project Title: Business Campus Trail – 72nd Avenue

Location/Limits: Stewart Ave to International Drive

Project Length: 0.81 Miles

Project Sponsor: City of Wausau

County: Marathon

MPO Area: Wausau MPO

The signatory, **City of Wausau**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal laws.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally-funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: **The proposed project is a segment of multi-use trail through Wausau's Business Campus. The proposed segment would run along 72nd Avenue, through the heart of the business campus and terminate at Stewart Avenue. This would connect to existing trails through this area. The majority of the trail would be 10-feet wide and composed of asphalt. Some boardwalk would be needed along the 72nd Avenue wetlands. Rural Cross-sections would have curb and gutter added to separate the trail facility from the roadway. The proposed trail would provide a safe connection for bicycles and pedestrians.**

Need for or Benefits of Project – summarize reasons for request**: There are many benefits for the project, one is its location to the business campus, which would encourage those who live close enough to walk or bike to work, greatly enhancing the livability of the surrounding residential areas, improving health and safety of business campus employees and making business wellness programs and incentives more effective. The separation of the trail from the roadway improves safety for those who walk or bike. Portions of the trail would be adjacent to undeveloped natural areas which will provide opportunities to enjoy nature while being physically active. The business owners and operators in the business campus also see this project as beneficial to them as having a nearby trail system would increase their ability to attract and retain employees. This proposed trail essentially extends an existing regional bicycle route and takes it through an area with a large daytime population of people.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a

project/contract are considered part of the overall project and will be subject to applicable federal requirements: **None are currently identified.**

The Project Sponsor agrees to the following State Fiscal Year **2018-2022** TAP project funding conditions:

All project sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **$640,497** for all federally-funded project phases when the Project Sponsor agrees to provide 20% of the costs and any funds in excess of the **$640,497** federal funding maximum, in accordance with TAP guidelines. **Any costs related to real estate acquisitions or utility compensation is 100% locally funded.** Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

1) For construction projects, a project is commenced when construction is begun.
2) For planning projects, a planning project is commenced when the planning study is begun.
3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: September 6, 2018

Commencement deadline: September 6, 2022

Completion deadline: June 30, 2025

The project commencement deadline is fixed by statute, and may not be extended.

The subject project must be completed by **June 30, 2025**, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Project Sponsor Funds**	**%**
ID 6999-18-09					
Design	$114,127	$91,302	80%*	$22,825	20% + Bal*
Design Review #	$10,000	$8,000	80%*	$2,000	20% + Bal*
Design Total	**$124,127**	**$99,302**		**$24,825**	
ID 6999-18-79					
Participating Construction	$673,494	$538,795	80%*	$134,699	20% + Bal*
Participating Construction Review #	$3,000	$2,400	80%*	$600	20% + Bal*
Non-Participating Construction			0%		100%
Construction Total	**$676,494**	**$541,195**		**$135,299**	
Total Est. Cost Distribution	**$800,621**	**$640,497**	MAX	**$160,124**	N/A

*This project has a TAP federal funding maximum of **$640,497.** This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of the **City of Wausau** (please sign in blue ink)

Name: **Katie Rosenberg** **Title: Mayor**

Signature _____ **Date_____**

Signed for and in behalf of the State:

Name: Michael Wendt **Title: WisDOT North Central Region Planning Chief**

Signature _____ **Date_____**

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation.* The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. All DBE requirements that the State specifies.

    d. Federal and state statutes that govern the Transportation Alternatives Program, including but not limited to FAST Act § 1109; 23 U.S.C. 133(h)and Wis. Stat. 85.021.

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

    a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.

    b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. Storm sewer mains necessary for the surface water drainage.

    c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.

f. New installations or alteration of street lighting and traffic signals or devices.

g. Landscaping.

h. Preliminary Engineering

i. State Review Services

6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.

7. State Disbursements:

a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.

b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.

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. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

d. Conditioning, if required and maintenance of detour routes.

e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

9. The work eligible for federal and state participation will be administered by the Project Sponsor. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 133.

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation.* The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.

12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.

13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.

15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.

16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

18. The project is subject to a discretionary DBE goal assessment.

19. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.

20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

23. Federal Single Audits of the Project Sponsor:

    a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) 2 CFR Part 200).

    b. This audit shall be performed in accordance with federal OMB 2 CFR Part 200and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).

    c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

24. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor 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. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

25. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor 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 as defined in s. 111.32 (13m), or national origin.

26. When applicable to the project, the Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. **The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.**

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make 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.

    e. Provide relocation orders and real estate plats and easements, as required by the project.

    f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more

restrictive controls.

g. Provide maintenance and energy for lighting.

h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

27. It is further agreed by the Project Sponsor that:

a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such “Manual on Uniform Traffic Control Devices” as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by **June 30, 2025**, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).

b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;

d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and

e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

32. *Contract Modification: This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be

held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. The Project Sponsor agrees to the following **State Fiscal Year 2018-2022** TAP project funding conditions:

    a. **ID 6999-18-09**: **Design and any related review costs** are funded with **80%** federal funding when the Project Sponsor agrees to provide the remaining **20%** and any funds in excess of **$99,302**. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.

    b. **ID 6999-18-79: Construction**:

        i. Costs for construction of the trail and any related review costs are funded with **80%** federal funding, when the Project Sponsor agrees to provide the remaining **20%** and any funds in excess of **$541,195**. These costs are subject to the cumulative project federal funding cap.

        ii. Non-participating costs and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.

    c. **The maximum participation** of federal funding will be limited to **80%** of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less**.** The total project federal funding maximum of **$640,497** is cumulative for all federal funded project phases.

[End of Document]

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

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE			
Amending Section 2.18.050 Procedure			
Committee Action:	Approved 5-0	**Ordinance Number:**	
Fiscal Impact:	None		
File Number:	75-1138	**Date Introduced:**	September 27, 1022

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

Add ( )
Delete (———)

Section 1. That Section 2.18.050 Procedure, is hereby amended to read as follows:

2.18.050 Procedure.

(a) The court shall be held at the discretion of the Municipal Judge. The Municipal Court shall be open daily, except Saturdays and Sundays and legal holidays, from the hours of 7:30 a.m. until 4:00 p.m., unless so directed by the Municipal Judge. ~~The court shall be open not less than three nor more than five days per week, as the Public Health and Safety Committee of the Common Council may direct. The court shall also be open one or more Wednesday evenings each month as may be required to serve those persons for whom day court would be a burden, but no night court need be held when no matters are scheduled for night court.~~

…

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 from and after its date of publication.

Approved:

Adopted:
Approved:
Published:
Attest:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, Clerk

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

Comments on ordinance amendments to the City's Municipal Court Schedule

- The current code requires the court to be open a minimum of three days a week and a maximum of five days a week. It also requires that court be held on Wednesday evenings as well. It is not known when the last time, if ever, there was a municipal court trial held on a Wednesday evening. Anne Jacobson, when she handled the prosecutions before Tara Alfonso did, does not recall ever having a Wednesday night trial.
- This schedule also makes it very difficult for the court staff to take vacations, as it says the court shall be open a minimum of three days.
- Currently, court is in session on Tuesday and Wednesday mornings for initial appearances. Court is also in session on Thursday mornings for Pre-Trial Conferences. Finally, court is in session on Wednesday and Thursday afternoons for trials. This is the schedule that will continue to be used.

Nathan Miller

6/14/2022

PUBLIC HEALTH & SAFETY COMMITTEE
Date and Time: Monday, June 20, 2022, at 6:00 pm, (Council Chambers)
Members Present: Lisa Rasmussen, Chad Henke, Becky McElhaney; Doug Diny, Lou Larson
Others Present: Nate Miller, Ben Bliven, Jeremy Kopp, Kaitlyn Bernarde, Mary Goede

Discussion and possible action amending ordinance 2.18.050 Procedure

Miller explained recently the Municipal Judge was out on medical leave and the Court Clerk was out on vacation at the same time for a two-week period. It was found in our code that the court office "shall be open not less than three nor more than five days per week" making it difficult for the staff to take vacations. He noted the code also requires that night court be held on Wednesday evenings one or more times per month, but to the Attorney's Office collective knowledge this has never taken place. He indicated a former part-time clerk that no longer works for the city had to be called to fill in for 3 days to open mail and take care of time sensitive issues.

Miller stated the ordinance would be amended to state the court shall be open as determined by the Municipal Judge and approved at the Common Council. Our court is currently open Tuesday and Wednesday mornings for initial appearances, Thursday mornings for pre-trial conferences, and Wednesday and Thursday afternoons for trials, this is the schedule we'd like to continue to use.

Motion by Larson, second by McElhaney to approve the amendment to the ordinance. Motion carried 5-0.

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE			
Approving Operator's License for Kim Waits			
Committee Action:	Failed 2-3		
Fiscal Impact:	None		
File Number:	22-0108	**Date Introduced:**	September 27, 2022

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered license applications at its September 19, 2022 meeting. The Police Chief made a recommendation of denial for the Operator's License application of Kim Waits based on her record. Kim Waits appeared at the committee meeting to appeal the recommendation of denial; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the Operator's License for Kim Waits upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicant.

Approved:

_____

Katie Rosenberg, Mayor

CLERK'S REPORT TO PUBLIC HEATH & SAFETY COMMITTEE

September 19, 2022 Meeting

AGENDA ITEM # 2

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** – **Operators License**: 1) **Kim Waits** - Felony OWI conviction in 2015, misd THC conviction in 2016, and battery conviction (exempt offense) in 2012. Also, numerous pending felony drug charges.
   Public Transport Driver Licenses: 1) **Caleb Kluwe** - Felony Amphetamine Manufacture/Deliver conviction in 2021. Felony 1st Degree Recklessly Endangering Safety conviction in 2021. Felony Maintain Drug Trafficking Place conviction in 2021. Numerous additional convictions for DC, CDTP, THC possession, and Theft;
   2) **Joshua Newburry** - Convictions for 4th degree sexual assault - exempt offense - and contributing to the delinquency of a child (2017).

2. No Special Event applications this month.

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: September 16, 2022
(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE
Date and Time: Monday, September 19, 2022, at 5:15 pm, (Council Chambers)
Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney
Others Present: Nathan Miller, Jeremy Kopp, Matt Barnes, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg

Consider approval or denial of various license applications
Lisa Rasmussen stated there was also a denial recommendation for a Bartender/Operator's License for Kim Waits.

Kim Waits stated the record was accurate except for a battery charge regarding her daughter. Rasmussen stated her record contained OWI's, THC, and a variety of pending Felony drug charges. Waits indicated she went to court this morning and those charges will be dropped within two years of her probation time, as she is on probation for those misdemeanor charges Rasmussen felt she would like to see that time pass and have those charges dropped before approving a license. Waits indicated she was not bartending but worked at Tobacco Outlet and needed the license in case she must work alone.

Rasmussen stated the license is City Wide and allows an individual to work in any liquor licensed establishment either retail or taverns. She noted we have sent a request to our representatives in Madison to provide an option for a retail only license, but at this point nothing has happened. Waits stated her last OWI was in 2005 and she not been in any trouble. She commented she is 43 years old and is trying to start her life over, with three kids and two grandchildren. She stated she made bad decisions being with the wrong people at the wrong time but has learned from those mistakes and is just trying to do better.

Deputy Barnes stated the criminal history for Ms. Waits met the objective standards for a denial recommendation. Lou Larson requested Caleb Kluwe and Kim Waits be voted on separately.

Motion by Larson, second by Diny to override the denial recommendation and approve the Operator's License for Kim Waits. Motion failed 2-3.

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

The Wisconsin State Legislature amended the provisions of the Wisconsin Fair Employment Act ("WFEA"), relating to arrest and conviction records, Wis. Stat. ss. 111.335 effective August 1, 2018, through 2017 Wisconsin Act 278 ("Act 278"). Through the creation of statutory section 111.335(4), "Discrimination in Licensing," the WFEA has changed the circumstances under which a licensing agency may base decisions to approve, deny, or revoke a license based upon an applicant's criminal history. Effectively, section 111.335(4) adds greater protections for those with arrest or conviction records to obtain a license from a local licensing agency.

ARREST RECORD/PENDING CRIMINAL CHARGES:

Pursuant to the WFEA, it is discrimination to refuse to license an individual, or to suspend or terminate an existing license, solely because of a pending criminal charge, unless the circumstances of the charge substantially relate to the circumstances of the particular licensed activity in question and the charge is an Exempt Offense or a violent crime against a child.

EXEMPT OFFENSES:

The following offenses are considered exempt offenses under the WFEA:

Offenses set forth in ch. 940 (Crimes Against Life and Bodily Security, such as: homicide, battery, sexual assault, strangulation and suffocation, human trafficking, stalking, intimidation of witnesses or victims.).

A violation of any of the following sections of the Wisconsin Statutes:

948.02 (Sexual assault of a child)
948.025 (Engaging in repeated acts of sexual assault of the same child)
948.03 (Physical abuse of a child)
948.05 (Sexual exploitation of a child)
948.051 (Trafficking of a child)
948.055 (Causing a child to view or listen to sexual activity)
948.06 (Incest with a child)
948.07 (Child enticement)
948.075 (Use of a computer to facilitate a child sex crime)
948.08 (Soliciting a child for prostitution)
948.085 (Sexual assault of a child placed in substitute care)
948.095 (Sexual assault of a child by a school staff person or a person who works or volunteers with children)

CRIMINAL CONVICTIONS:

It is discrimination to deny a license for a conviction of felony, misdemeanor or other offense unless the circumstances substantially relate to the circumstances of the licensed activity.

Where a license is denied or proposed for denial and the conviction is for other than an Exempt Offense, the City must provide a written reason of the denial or proposed denial which includes a statement of how the circumstances of the offense relate to the particular licensed activity.

Where a license is denied or proposed for denial for other than an Exempt Offense, the City shall allow the individual to show evidence of rehabilitation and fitness to engage in the licensed activity. If the individual shows competent evidence of sufficient rehabilitation and fitness to perform the licensed activity, the license may not be refused based upon that conviction or convictions.

REHABILITATION AND FITNESS FOR OTHER THAN EXEMPT OFFENSES:

The following evidence shall be considered by the City as evidence of rehabilitation and fitness:

- Evidence of the nature and seriousness of any offense of which he or she was convicted.
- Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
- The age of the individual at the time the offense was committed.
- The length of time that has elapsed since the offense was committed.
- Letters of reference by persons who have been in contact with the individual since the applicant's release from any local, state, or federal correctional institution.
- All other relevant evidence of rehabilitation and present fitness presented.

In addition, pursuant to Wis. Stat. s.111.335(4)(d)1.a. and b., either of the following must be accepted as competent evidence of sufficient rehabilitation and fitness:

- The individual's most recent certified copy of a federal department of defense form DD-214 showing the person's honorable discharge, or separation under honorable conditions, from the U.S. armed forces for military service rendered following conviction for any offense that would otherwise disqualify the individual from the license sought and the individual has had no subsequent criminal convictions.
- A copy of the local, state, or federal release document; and either a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or other evidence that at least one year has elapsed since release from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole. [The Wisconsin Legislative Council Act Memo: 2017 Wisconsin Act 278 has described this provision as requiring "documentation showing that the person completed his or her probation, extended release or parole and, if the person served time in a correctional institute, that one year has passed since his or her release without subsequent conviction of a crime." Memo at p. 2].

If the applicant shows competent evidence of sufficient rehabilitation and fitness to perform the licensed activity, the license may not be refused or terminated based upon that conviction or convictions.

If an applicant does not provide the City with competent evidence of sufficient rehabilitation and fitness to perform the licensed activity, it will be presumed that no evidence exists.

SUBSTANTIALLY RELATED

The following list of offenses, arrests, or convictions are those deemed by the City of Wausau, after careful consideration, to be substantially related to the job or activity of managing an establishment selling alcohol beverages or bartending at such an establishment. This list, however, is not exclusive. Other offenses, arrests, or convictions not listed below may also be found, in evaluating an application, to be substantially related to the job or activity of managing an establishment selling alcohol beverages or bartending at such an establishment. Where offenses, arrests or convictions, other than felonies, are considered, the City may take into account additional circumstances related to the offense and the applicant in determining whether an individual is an habitual offender for purposes of application of this policy.

1. Certain Alcohol and Drug Related Offenses

   A manager of an establishment selling alcohol beverages or a bartender at such an establishment is required to exercise responsibility and good judgment in connection with that service. These responsibilities include ensuring underage individuals are not served alcohol, patrons are not over served, alerting police to disorderly incidents, and observance of closing hours. The City finds that a felony or habitual alcohol and drug related offenses demonstrate certain tendencies and inclinations with respect to a lack of judgment, or poor judgment and self-control in connection with the use of alcohol and drugs that are likely to reappear later in the context of the service or supervision of the service of alcohol beverages.

   As a result the City finds that two (2) convictions within five (5) years of submission of the application, or three convictions within ten (10) years of submission of the application, of any combination of the following alcohol and/or drug related offenses arising from separate incidents, constitute circumstances that are substantially related to the service or supervision of the service of alcohol beverages.

   - Operating a motor vehicle under the influence of an intoxicant or other drug (Wis. Stat. s. 346.63).
   - Operating a motor vehicle with a prohibited alcohol content of .08 g/100 mL.
   - Misdemeanor possession or attempted possession of controlled substance or controlled substance analogs (Wis. Stat. s. 961.41(3g)).

2. Felony Offenses Involving Bodily Security

   A manager of an establishment selling alcohol beverages or a bartender at such an establishment is expected to exercise good judgment, levelheadedness and patience in dealing with the behavior of individuals on the premises who may be impaired or intoxicated and thus potentially lacking these same qualities, traits and inclinations. Such an individual must also possess the ability to accomplish his/her purposes without a propensity to use force or the threat of force. The City finds that violent offenses involving physical harm to other persons demonstrate a serious disregard for the rights of others and the tendency to use force or threat

of force to accomplish one's purpose and indicate the lack of judgment, self-control, patience, and avoidance of force needed in relation to the service of alcohol beverages and the atmosphere of a licensed premises where individuals present may be impaired or intoxicated and therefore, such offenses are substantially related to the service or supervision of the service of alcohol beverages.

As a result, the City finds that certain felony convictions involving bodily security are substantially related to the service or supervision of the service of alcohol beverages. Such offenses include, but are not limited to the following:

- Homicide (Wis. Stat. ss. 940.01, 940.02, 940.05, and 940.06)
- Substantial battery and aggravated battery (Wis. Stat. s. 940.19)
- Homicide by intoxicated use of vehicle or firearm (Wis. Stat. s. 940.09)
- Injury by intoxicated use of a vehicle (Wis. Stat. s. 940.25)
- Battery to law enforcement officers (Wis. Stat. s. 940.20(2)).
- Resisting or obstructing an officer (Wis. Stat. s. 946.41(2r)-(2t))

3. Felony Drug Offenses

A manager of an establishment selling alcohol beverages or a bartender at such an establishment is required to exercise responsibility and good judgment in connection with that service. These responsibilities include ensuring underage individuals are not served alcohol, patrons are not over served, alerting police to disorderly incidents, and observance of closing hours. The City finds that felony drug related offenses demonstrate certain tendencies and inclinations with respect to a lack of judgment, or poor judgment and self-control in connection with the use of drugs and an inability to follow the law that are likely to reappear later in the context of the service or supervision of the service of alcohol beverages.

As a result, the City finds that any felony conviction involving drug offenses is substantially related to the service or supervision of the service of alcohol beverages. Such offenses include, but are not limited to the following:

- Offenses set forth in subchapter IV of the Uniform Controlled Substances Act (Wis. Stat. ch. 961), such as: manufacture, distribution or delivery of controlled substances or controlled substance analog; possession with intent to manufacture, distribute or deliver; maintaining a drug trafficking place.

NKM

09/22/2022

Wausau Police Department
515 Grand Ave Wausau, WI 54403 Ph. 715-261-7800

September 22, 2022

Re: Kim Waits Bartender/Operator License Application

City Council:

The City Attorney's Office requested I provide a brief memo outlining the reasons for recommending denial of the bartender/operator license application for Kim Waits. My role in the application process is to review an applicant's criminal conviction record and apply the policy adopted by city council in my review.

Following are relevant items in Kim Waits criminal conviction record as it relates to a bartender operator license:

1. Battery convictions in 2011 and 2012
    a. According to the City policy, battery is an "exempt" offense. If a conviction is for an exempt offense, the city is not required to provide a written statement of how the circumstances of the conviction is related to the licensed activity or permit the applicant an opportunity to show evidence of rehabilitation and fitness to engage in the licensed activity.

2. Felony 4th offense OWI conviction in 2015
    a. 3rd offense conviction in 2011 and 2nd offense in 2010
    b. The felony OWI conviction substantially relates to the licensed activity (ie serving alcoholic beverages)

3. THC conviction in 2016
    a. In combination with the OWI offenses, the THC conviction substantially relates to the licensed activity.

Thank You,

Benjamin K. Bliven
Chief of Police

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Issuance and Establishing Parameters for the sale of not to exceed $3,795,000 General Obligation Promissory Notes, Series 2022A

Committee Action: Approved 5-0

Fiscal Impact:

File Number:	22-0911	**Date Introduced:**	September 27, 2022

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Wausau, Marathon County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of street, sidewalk and storm water projects, parking improvements, software replacement and other capital improvements (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is in the best interest of the City to direct its financial advisor, Ehlers & Associates, Inc. ("Ehlers"), to take the steps necessary for the City to offer and sell the general obligation promissory notes (the "Notes") at public sale and to obtain bids for the purchase of the Notes; and

WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to each of the Finance Director/Treasurer and City Clerk (each, an "Authorized Officer") of the City the authority to accept on behalf of the City the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, the City is authorized to borrow pursuant to Section 67.12(12) Wisconsin Statutes, the principal sum of not to exceed THREE MILLION SEVEN HUNDRED NINETY-

FIVE THOUSAND DOLLARS ($3,795,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 17 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed THREE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS ($3,795,000). The purchase price to be paid to the City for the Notes shall not be less than 99.0% nor more than 106.0% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2022A"; shall be issued in the aggregate principal amount of up to $3,795,000; shall be dated as of their date of issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to $100,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed $3,795,000. The schedule below assumes the Notes are issued in the aggregate principal amount of $3,795,000.

Date	Principal Amount
04-01-2023	$175,000
04-01-2024	315,000
04-01-2025	370,000
04-01-2026	380,000
04-01-2027	390,000
04-01-2028	400,000
04-01-2029	410,000
04-01-2030	425,000
04-01-2031	450,000
04-01-2032	480,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 4.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2022 through 2031 for the payments due in the years 2023 through 2032 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2022A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money

Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the

extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk

or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by the City's financial advisor, Ehlers & Associates, Inc.

Section 17. Conditions on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until the condition is satisfied. Upon satisfaction of the condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 18. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded September 27, 2022.

_____
Katie Rosenberg
Mayor

ATTEST:

_____
Kaitlyn Bernarde
City Clerk

(SEAL)

EXHIBIT A TO RESOLUTION

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned officer of the City of Wausau, Marathon County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On September 27, 2022, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed $3,795,000 General Obligation Promissory Notes, Series 2022A of the City (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal") and results in the lowest true interest cost for the Notes. Ehlers & Associates, Inc. recommends the City accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of $_____, which is not more than the $3,795,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than $100,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

Date	Resolution Schedule	Actual Amount
04-01-2023	$175,000	$_____
04-01-2024	315,000	_____
04-01-2025	370,000	_____
04-01-2026	380,000	_____
04-01-2027	390,000	_____
04-01-2028	400,000	_____
04-01-2029	410,000	_____
04-01-2030	425,000	_____
04-01-2031	450,000	_____
04-01-2032	480,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 4.50%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of $_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.0% nor more than 106.0% of the principal amount of the Notes, as required by the Resolution.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes maturing on April 1, _____ and thereafter, are subject to redemption prior to maturity, at the option of the City, on April 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2022 pursuant to the authority delegated to me in the Resolution.

Maryanne A. Groat
Finance Director/Treasurer

OR

Kaitlyn Bernarde
City Clerk

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on April 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)]

EXHIBIT B TO RESOLUTION

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

MARATHON COUNTY

NO. R-___ CITY OF WAUSAU $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2022A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	_____, 2022	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street, sidewalk and storm water projects, parking improvements, software replacement and other capital improvements, as authorized by a resolution adopted on September 27, 2022, as supplemented by an Approving Certificate (the

COPY

"Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

[The Notes are not subject to optional redemption.] [The Notes maturing on April 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with

COPY

a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

COPY

IN WITNESS WHEREOF, the City of Wausau, Marathon County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

By: _____
Katie Rosenberg
Mayor

(SEAL)

By: _____
Kaitlyn Bernarde
City Clerk

COPY

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Wausau, Marathon County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By_____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

COPY

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES

Date and Time: Tuesday, September 13, 2022 @ 4:30 pm., Council Chambers
Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
ED Members Present: Sarah Watson, Tom, Kilian, Chad Henke, Lisa Rasmussen, and Carol Lukens
Others Present: Maryanne Groat, Liz Brodek, Randy Fifrick, Eric Lindman, Gerald Klein, Tammy Stratz, Katie Rosenberg, Lou Larson, Mary Goede, Kaitlyn Bernarde

Discussion and possible action regarding Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed $3,795,000 General Obligation Promissory Notes, Series 2022A

Lisa Rasmussen indicated Phil Cossen, of Ehlers, was available for any questions. She explained the resolution was just setting the parameters for the borrowing, but the actual debt sale and report from the sale will come to Council at a later date. This allows them to hit the market at the appropriate time.

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

TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: Updated September 9, 2022
RE: 2022 Debt Resolution and Presale Document – General Obligation Debt Issue

The 2022 budget contemplated issuing general obligation debt of $4,883,260 for the projects outlined below:

CITY OF WAUSAU
2022 CAPITAL PROGRAM BY FUNDING SOURCE

PROJECT DESCRIPTION	DEPT	GO CIP Notes/Bonds
WIS DOT Projects	DPW	$ 550,000
Street Improvements	DPW	1,271,300
Asphalt Overlay	DPW	275,000
Sidewalk Projects	DPW	150,000
Storm Sewer	DPW	373,500
Street Lighting	DPW	25,000
Other Capital Improvements	DPW	470,000
Fleet Facility	DPW	1,150,000
Parking Improvements	DPW	280,000
Financial HR ERP Software Replacement	CCITC	$ 338,460
TOTAL CAPITAL COSTS		$ 4,883,260

At this point the fleet facility location has not been identified by the Common Council. I would recommend delaying the issue of debt until a firm plan is place. With this delay, the funding required would be $3,733,260. The principal amount shown in the pre-sale includes debt issuance costs.

Authorizing Resolution and Pre-Sale Document

Attached is the authorizing parameters resolution drafted by our Bond Counsel Quarles and Brady. The issue is structured as a tax exempt, bank qualified General Obligation Note. This classification will garner the lowest possible interest rate for the city.

Ehlers has provided a pre-sale document which is also included in the packet. The interest rate of the issue will not be known until sale date. The parameters resolution specifies that the rate must be no more than 4.5%. This is higher than we have seen on issues for many years. A history of rates is included on the last page of the document. Higher interest rates will result in a higher annual payment. The estimated annual retirement ranges from $278,000 to $488,000.

Proposed Debt Issuance Calendar

- September 13, 2022, Finance Committee recommends debt issuance plan and authorizes staff to conduct sale using the parameters method and establishes the parameters.
- September 27, 2022, Council adopts resolution approving parameter resolution.
- October 20th – The competitive sale will occur in the morning. The sale is managed by our Financial Advisors. The advisors evaluate the bids, determine the low bid and recommend the sale.
- November 9th is the expected bond closing date.

Tax Levy Impact:

The debt service levy has hovered between $4,088,000 to $4,156,866 since 2002. While page 9 of the pre-sale document shows a decreasing levy requirement this does not take into account future annual issues. The debt levy will be impacted by higher interest rates, larger annual capital borrowings and significant projects like the public works facility project. I have requested Ehlers provide a presentation regarding future projects at a subsequent meeting.

Impact to General Obligation Outstanding Debt

Outstanding debt will *decrease* by yearend. The City retired $10,465,000 and will issue $3,700,000. Due to rapid payoff the outstanding debt will continue to decline. The city will be at about 37.92% of our authorized debt margin down from 46.88% in 2021.

Revenue Bonds

In addition to the General Obligation debt discussed above the city has Utility Revenue Debt Outstanding on September 1, 2022, as follows:

	Outstanding 9/1/2022	Maximum Loan Amount
Revenue Bonds	$ 14,755,000	
Clean Water Fund Loan	$ 80,395,010	$ 89,923,286
Safe Drinking Water Loan	$ 39,181,434	$ 44,756,287
	$ 134,331,444	

The city continues to draw on the Clean Water and Safe Drinking Water Loans as contractor payments are due. In addition, the PFAS treatment plant modifications will likely require additional debt in 2023.

September 27, 2022

PRE-SALE REPORT FOR

City of Wausau, Wisconsin

$3,795,000 General Obligation Promissory Notes, Series 2022A

Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

Philip Cosson, Senior Municipal Advisor
Jon Cameron, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$3,795,000 General Obligation Promissory Notes, Series 2022A

Purposes:

The proposed issue includes financing for the following purposes:

2022 Capital Projects

- DPW and CCTC projects. Debt service will be paid from ad valorem property taxes.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be approximately $70.6 million, which is 38% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $113.4 million.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on April 1 in the years 2023 through 2032. Interest is payable every six months beginning April 1, 2023.

The Notes will be subject to prepayment at the discretion of the City on February 1, 2029, or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than $10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aa3". The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating if the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. We will solicit competitive bids for the purchase of the Notes from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

For this issue of Notes, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

Parameters:

The Common Council will consider adoption of a Parameters Resolution on October 20, 2022, which delegates authority to the Finance Director/Treasurer or the City Clerk to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

* Issue size not to exceed $3,795,000

* Maximum Bid of 106.0%

* Minimum Bid of 99.0%

* Maximum True Interest Cost (TIC) of 4.50%

* Maturity Schedule Adjustments not to exceed $100,000 per maturity

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4)

reasonable reserve requirements, 5) expenditure within an available period limitation, 6) investments yield restrictions, 7) de minimis rules, or 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Notes with an arbitrage expert to utilize one or more of the exceptions listed above.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	September 27, 2022
Conference with Rating Agency:	Week of October 10, 2022
Due Diligence Call to review Official Statement:	Week of October 10, 2022
Distribute Official Statement:	August 2, 2022
Designated Officials Award Sale of the Notes:	October 20, 2022
Estimated Closing Date:	November 9, 2022

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Tax Impact Analysis

Bond Buyer Index

EHLERS' CONTACTS

Philip Cosson, Senior Municipal Advisor	(262) 796-6161
Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Sue Porter, Senior Public Finance Analyst/Marketing Coordinator	(262) 796-6167
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Existing Debt Service Sources of Repayment and Levy Impact Analysis

YEAR	General Obligation Debt	BID Premium Dep to DS	TID #3	TID #6	TID #7	TID #8	TID #9	TID #10	TID #11	TID #12	Water Utility	Sewer Utility	Fund Balance Applied	Total of All Sources	Tax Levy for Debt	Projected Equalized Value	% Change	Net Rate	YEAR
																		Projected Rate Impact	
2020	12,284,338	(315,512)	(3,578,420)	(2,599,453)	(51,800)	(625,005)	(65,520)	(138,773)				(311,063)	(475,794)	(8,161,339)	4,123,000	2,835,181,500	-5.53%	1.45	2020
2021	11,853,332	(99,385)	(2,880,352)	(3,186,068)	(42,750)	(551,240)	(64,125)	(141,410)	(488,025)	(36,367)		(303,750)		(7,793,472)	4,059,860	3,188,374,300	12.46%	1.27	2021
2022	12,326,850	(196,844)	(3,176,723)	(2,881,923)	(41,720)	(559,315)	(62,580)	(143,723)	(1,018,835)	(121,265)				(8,202,929)	4,123,921	3,220,258,043	1.00%	1.28	2022
2023	11,324,193	(132,584)	(2,083,248)	(2,799,375)	(40,590)	(547,388)	(60,885)	(141,029)	(912,163)	(774,375)				(7,491,635)	3,832,558	3,252,460,623	1.00%	1.18	2023
2024	10,741,067		(2,091,158)	(2,603,200)		(554,931)		(143,210)	(911,305)	(775,410)				(7,079,214)	3,661,852	3,284,985,230	1.00%	1.11	2024
2025	10,249,412		(2,080,575)	(2,587,925)		(548,181)		(140,210)	(912,310)	(765,105)				(7,034,307)	3,215,105	3,317,835,082	1.00%	0.97	2025
2026	8,298,311		(3,244,707)			(463,425)		(136,910)	(912,408)	(758,475)				(5,515,925)	2,782,386	3,351,013,433	1.00%	0.83	2026
2027	5,844,026		(1,542,180)			(459,475)		(138,235)	(917,875)	(362,825)				(3,420,590)	2,423,436	3,384,523,567	1.00%	0.72	2027
2028	5,540,629		(1,545,370)			(455,425)		(139,410)	(918,373)	(363,515)				(3,422,093)	2,118,536	3,418,368,803	1.00%	0.62	2028
2029	5,274,673		(1,536,970)			(451,163)		(140,435)	(912,520)	(363,718)				(3,404,805)	1,869,868	3,452,552,491	1.00%	0.54	2029
2030	4,583,226		(1,423,600)			(149,688)		(111,705)	(905,648)	(363,560)				(2,954,200)	1,629,026	3,487,078,016	1.00%	0.47	2030
2031	3,446,238		(923,650)			(52,113)			(902,813)	(323,425)				(2,202,000)	1,244,238	3,521,948,796	1.00%	0.35	2031
2032	1,740,849					(40,650)			(492,655)	(323,305)				(856,610)	884,239	3,557,168,284	1.00%	0.25	2032
2033	1,688,900								(490,408)	(327,753)				(818,160)	870,740	3,592,739,967	1.00%	0.24	2033
2034	1,523,798								(492,568)	(326,755)				(819,323)	704,475	3,628,667,366	1.00%	0.19	2034
2035	1,514,916								(489,244)	(325,348)				(814,591)	700,325	3,664,954,040	1.00%	0.19	2035
2036	822,745									(323,520)				(323,520)	499,225	3,701,603,580	1.00%	0.13	2036
2037	289,113													0	289,113	3,738,619,616	1.00%	0.08	2037
2038	291,550													0	291,550	3,776,005,812	1.00%	0.08	2038
2039	283,850													0	283,850	3,813,765,870	1.00%	0.07	2039
TOTALS	109,922,014	(969,242)	(29,360,741)	(18,617,639)	(307,843)	(5,808,375)	(324,908)	(1,655,921)	(11,677,146)	(6,634,719)	(227,250)	(932,813)	(656,986)	(77,173,582)	32,748,432				

Capital Financing Plan Sizing

	Pre Sale GO Notes 2022A
Projects	
DPW Projects	3,394,800
HR Software	305,200
Funding Needs	3,700,000
Issuance Expenses	
Municipal Advisor/Due Dillegence	19,500
Bond Counsel	14,000
Disclosure Counsel	9,100
Paying Agent If terms	850
Rating	14,500
Underwriter Fees	37,950
Total Funds Needed	3,795,900
Less Interest Earnings 0.50% for 3 months	(4,625)
Rounding	3,725
Size of Issue	3,795,000

Allocation of General Obligation Notes, 2022

Year	DPW Projects				HR Software				TOTAL		
	Principal (4/1)	Rate	Interest	Total	Principal (4/1)	Rate	Interest	Total	Principal	Interest	Total
2022									-	-	-
2023	145,000	2.80%	94,885	239,885	30,000	2.80%	8,281	38,281	175,000	103,166	278,166
2024	285,000	2.85%	100,231	385,231	30,000	2.85%	8,460	38,460	315,000	108,691	423,691
2025	340,000	2.90%	91,240	431,240	30,000	2.90%	7,598	37,598	370,000	98,838	468,838
2026	350,000	2.95%	81,148	431,148	30,000	2.95%	6,720	36,720	380,000	87,868	467,868
2027	360,000	3.00%	70,585	430,585	30,000	3.00%	5,828	35,828	390,000	76,413	466,413
2028	370,000	3.05%	59,543	429,543	30,000	3.05%	4,920	34,920	400,000	64,463	464,463
2029	380,000	3.15%	47,915	427,915	30,000	3.15%	3,990	33,990	410,000	51,905	461,905
2030	390,000	3.25%	35,593	425,593	35,000	3.25%	2,949	37,949	425,000	38,541	463,541
2031	415,000	3.35%	22,304	437,304	35,000	3.35%	1,794	36,794	450,000	24,098	474,098
2032	445,000	3.45%	7,676	452,676	35,000	3.45%	604	35,604	480,000	8,280	488,280
2033											
2034											
2035											
2036											
2037											
2038											
2039											
2040											
2041											
2042											
2043									-	-	-
2044									-	-	-
	$ 3,480,000		$ 611,119	$ 4,091,119	$ 315,000		$ 51,142	$ 366,142	$ 3,795,000	$ 662,261	$ 4,457,261

Rates based on "Aa3" rates on 8/29/22 + .45

Projected Impact of Proposed Projects

Existing General Obligation Debt Only

YEAR	Equalized Value Projection (TID Out)	Change in EV	Total Payment (P&I)	Total Less Non Levy Revenues	Net Debt Service Levy	Debt Service Tax Rate
2020	2,835,181,500	-5.53%	12,284,338	(8,161,339)	4,123,000	1.45
2021	3,188,374,300	12.46%	11,853,332	(7,793,472)	4,059,860	1.27
2022	3,220,258,043	1.00%	12,326,850	(8,202,929)	4,123,921	1.28
2023	3,252,460,623	1.00%	11,324,193	(7,491,635)	3,832,558	1.18
2024	3,284,985,230	1.00%	10,741,067	(7,079,214)	3,661,852	1.11
2025	3,317,835,082	1.00%	10,249,412	(7,034,307)	3,215,105	0.97
2026	3,351,013,433	1.00%	8,298,311	(5,515,925)	2,782,386	0.83
2027	3,384,523,567	1.00%	5,844,026	(3,420,590)	2,423,436	0.72
2028	3,418,368,803	1.00%	5,540,629	(3,422,093)	2,118,536	0.62
2029	3,452,552,491	1.00%	5,274,673	(3,404,805)	1,869,868	0.54
2030	3,487,078,016	1.00%	4,583,226	(2,954,200)	1,629,026	0.47
2031	3,521,948,796	1.00%	3,446,238	(2,202,000)	1,244,238	0.35
2032	3,557,168,284	1.00%	1,740,849	(856,610)	884,239	0.25
2033	3,592,739,967	1.00%	1,688,900	(818,160)	870,740	0.24
2034	3,628,667,366	1.00%	1,523,798	(819,323)	704,475	0.19
2035	3,664,954,040	1.00%	1,514,916	(814,591)	700,325	0.19
2036	3,701,603,580	1.00%	822,745	(323,520)	499,225	0.13
2037	3,738,619,616	1.00%	289,113		289,113	0.08
2038	3,776,005,812	1.00%	291,550		291,550	0.08
2039	3,813,765,870	1.00%	283,850		283,850	0.07
2040	3,851,903,529	1.00%				
2041	3,890,422,564	1.00%				
2042	3,929,326,790	1.00%				
2043	3,968,620,058	1.00%				
TOTALS			109,922,014	(77,173,582)	32,748,432	

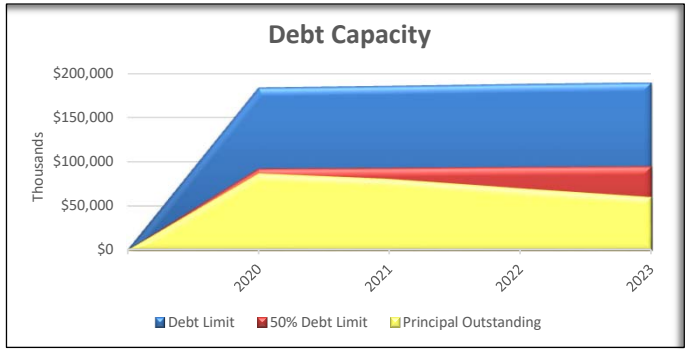
Projected Debt Service

YEAR	General Obligation Notes, 2022A $3,795,000 Dated 11-9-2022 Prin (4/1)	Rate	Interest	Total	Capital Plan Debt Service Principal	Interest	Total	Fund Balance Applied	Total Projected Debt Service less Abatements	Net Debt Service Levy	Levy Change	Debt Service Tax Rate	YEAR
2020										4,123,000		1.45	2020
2021										4,059,860	(63,139)	1.27	2021
2022								(921)	(921)	4,123,000	63,140	1.28	2022
2023	175,000	2.800%	103,166	278,166	175,000	103,166	278,166		278,166	4,110,724	(12,276)	1.26	2023
2024	315,000	2.850%	108,691	423,691	315,000	108,691	423,691		423,691	4,085,544	(25,181)	1.24	2024
2025	370,000	2.900%	98,838	468,838	370,000	98,838	468,838		468,838	3,683,943	(401,601)	1.11	2025
2026	380,000	2.950%	87,868	467,868	380,000	87,868	467,868		467,868	3,250,254	(433,689)	0.97	2026
2027	390,000	3.000%	76,413	466,413	390,000	76,413	466,413		466,413	2,889,849	(360,405)	0.85	2027
2028	400,000	3.050%	64,463	464,463	400,000	64,463	464,463		464,463	2,582,999	(306,850)	0.76	2028
2029	410,000	3.150%	51,905	461,905	410,000	51,905	461,905		461,905	2,331,773	(251,226)	0.68	2029
2030	425,000	3.250%	38,541	463,541	425,000	38,541	463,541		463,541	2,092,568	(239,205)	0.60	2030
2031	450,000	3.350%	24,098	474,098	450,000	24,098	474,098		474,098	1,718,336	(374,232)	0.49	2031
2032	480,000	3.450%	8,280	488,280	480,000	8,280	488,280		488,280	1,372,519	(345,817)	0.39	2032
2033										870,740	(501,779)	0.24	2033
2034										704,475	(166,265)	0.19	2034
2035										700,325	(4,150)	0.19	2035
2036										499,225	(201,100)	0.13	2036
2037										289,113	(210,113)	0.08	2037
2038										291,550	2,438	0.08	2038
2039										283,850	(7,700)	0.07	2039
2040										0	(283,850)	0.00	2040
2041												0.00	2041
2042												0.00	2042
2043												0.00	2043
TOTALS	3,795,000		662,261	4,457,261	3,795,000	662,261	4,457,261		4,456,340	37,204,772			TOTALS

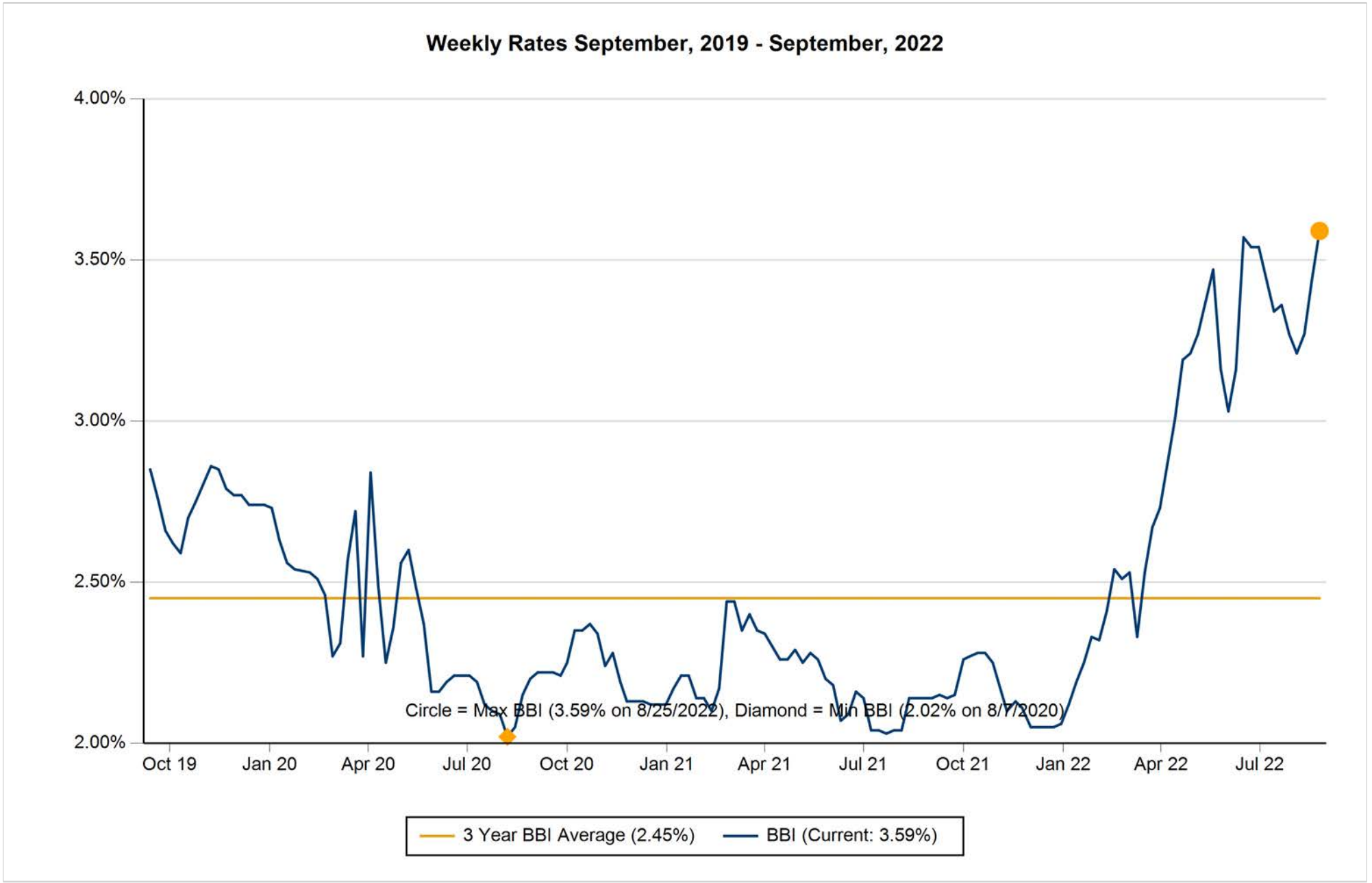
Current and Projected Debt Limit Calculations

Year	Projected Equalized Value (TID IN)[1]	Change in EV	Existing General Obligation Debt				Projected General Obligation Debt			Residual Capacity	Year
			Debt Limit	50% Debt Limit	Principal Outstanding	% of Limit	2022 Notes	Principal Outstanding	% of Limit		
2020	3,671,755,668	12.46%	183,587,783	91,793,892	86,562,728	47.15%		86,562,728	47.15%	97,025,055	2020
2021	3,708,473,224	1.00%	185,423,661	92,711,831	76,524,779	41.27%	3,795,000	80,319,779	43.32%	105,103,882	2021
2022	3,745,557,956	1.00%	187,277,898	93,638,949	66,059,779	35.27%	3,795,000	69,854,779	37.30%	117,423,119	2022
2023	3,783,013,536	1.00%	189,150,677	94,575,338	56,269,779	29.75%	3,620,000	59,889,779	31.66%	129,260,898	2023
2024	3,820,843,671	1.00%	191,042,184	95,521,092	46,814,779	24.50%	3,305,000	50,119,779	26.23%	140,922,405	2024
2025	3,859,052,108	1.00%	192,952,605	96,476,303	37,619,779	19.50%	2,935,000	40,554,779	21.02%	152,397,826	2025
2026	3,897,642,629	1.00%	194,882,131	97,441,066	30,200,000	15.50%	2,555,000	32,755,000	16.81%	162,127,131	2026
2027	3,936,619,055	1.00%	196,830,953	98,415,476	25,010,000	12.71%	2,165,000	27,175,000	13.81%	169,655,953	2027
2028	3,975,985,246	1.00%	198,799,262	99,399,631	20,000,000	10.06%	1,765,000	21,765,000	10.95%	177,034,262	2028
2029	4,015,745,098	1.00%	200,787,255	100,393,627	15,140,000	7.54%	1,355,000	16,495,000	8.22%	184,292,255	2029
2030	4,055,902,549	1.00%	202,795,127	101,397,564	10,865,000	5.36%	930,000	11,795,000	5.82%	191,000,127	2030
2031	4,096,461,575	1.00%	204,823,079	102,411,539	7,640,000	3.73%	480,000	8,120,000	3.96%	196,703,079	2031
2032	4,137,426,191	1.00%	206,871,310	103,435,655	6,065,000	2.93%		6,065,000	2.93%	200,806,310	2032
2033	4,178,800,453	1.00%	208,940,023	104,470,011	4,505,000	2.16%		4,505,000	2.16%	204,435,023	2033
2034	4,220,588,457	1.00%	211,029,423	105,514,711	3,075,000	1.46%		3,075,000	1.46%	207,954,423	2034
2035	4,262,794,342	1.00%	213,139,717	106,569,859	1,620,000	0.76%		1,620,000	0.76%	211,519,717	2035
2036	4,305,422,285	1.00%	215,271,114	107,635,557	830,000	0.39%		830,000	0.39%	214,441,114	2036
2037	4,348,476,508	1.00%	217,423,825	108,711,913	560,000	0.26%		560,000	0.26%	216,863,825	2037
2038	4,391,961,273	1.00%	219,598,064	109,799,032	280,000	0.13%		280,000	0.13%	219,318,064	2038
2039	4,435,880,886	1.00%	221,794,044	110,897,022	0			0	0.00%	221,794,044	2039
2040	4,480,239,695	1.00%	224,011,985	112,005,992				0	0.00%	224,011,985	2040
2041	4,525,042,092	1.00%	226,252,105	113,126,052				0	0.00%	226,252,105	2041
2042	4,570,292,513	1.00%	228,514,626	114,257,313				0	0.00%	228,514,626	2042
2043	4,615,995,438	1.00%	230,799,772	115,399,886				0	0.00%	230,799,772	2043

NOTES:



3 YEAR TREND IN MUNICIPAL BOND INDICES



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Catholic Charities Year Round Warming Center

Committee Action:	Approved 5-0
Fiscal Impact:	$540,000

File Number:	21-1109	**Date Introduced:**	September 27, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☒No☐	
	Included in Budget:	Yes☐No☒	*Budget Source: ARPA funding*
	One-time Costs:	Yes☒No☐	*Amount: $540,000*
	Recurring Costs:	Yes☐No☒	*Amount:*
SOURCE	*Fee Financed:*	Yes☐No☒	*Amount:*
	Grant Financed:	Yes☒No☐	*Amount: $540,000*
	Debt Financed:	Yes☐No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☐No☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the City of Wausau has received approximately $15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, the Common Council appropriated $6,942,226 to date for the projects and activities noted on Exhibit A

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:
A two year contract with Catholic Charities for year around Warming Center Services

WHEREAS, the project is eligible for ARPA funding under the category of Public Health Negative Economic Impact – Assistance to Low or Moderate Income Households

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

GL Code	»	Description	Period	Amount
158	158997571	CATHOLIC CHARITIES WARMING	09	$540,000.00
158	158782390	FEDERAL GRANTS	09	-$540,000.00

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

_____

Katie Rosenberg, Mayor

ARPA FUNDING

	1. Public Health	2. Negative Economic Impacts	3. Services to Disportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total
Landmark Project		$ 350,000				$ 350,000
2022 Budget:						
Public Access Server for Closed Caption			49,224			49,224
Internet Firewall Replacement					33,800	33,800
Core Switch Replacement					50,000	50,000
Financial ERP Software Replacement					850,000	850,000
2022 Resolutions						
Temporary Water Supplies					230,000	230,000
PFAS Pilot Study				240,375		240,375
LED Street Lighting Conversion					881,971	881,971
Skate Park		225,000				225,000
EEC Negative Economic Impact		84,100				84,100
CCITC - Fiber Connection Project					140,000	140,000
Community Outreach Specialist Position		140,000				140,000
FireFighter Positions		771,000				771,000
Wastewater Treatment Screening Improvement Project				800,000		800,000
Abel Stormwater Liftstation				800,000		800,000
Community Partners Campus Facility Project			162,756			162,756
In-fill New Construction Program		600,000				600,000
Additional Affordable Rental Units		500,000				500,000
Homebuyer Education Counseling and Closing Assistance		34,000				34,000
Obligated	$ -	$ 2,704,100	$ 211,980	$ 1,840,375	$ 2,185,771	$ 6,942,226
CITY ALLOCATION					**10,000,000**	**$ 15,586,461**
AVAILABLE - UNENCUMBERED					7,814,229	$ 8,644,235
UNFUNDED REQUESTS						
Fire Station Land Acquisition					815,000	815,000
Fixed Station Automated License Plate Readers					255,000	255,000
Police Department Sit-Stand Configuration					50,000	50,000
Affordable Housing Improvements and Expansion		1,000,000				1,000,000
	-	1,000,000	-	-	1,120,000	2,120,000
REMOVED						
Drinking Fountain Replacement Parks	81,000		Funded from Tennis Court Project			81,000
17th Avenue Stewart Avenue to Elm Reconstruction			Finance recommended TID 8 Funding		1,180,000	1,180,000
	81,000				1,180,000	1,261,000

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

Discussion and possible action regarding ARPA funding requests and related budget modification
Rasmussen stated there is a new request from the Police Department to rank and score for the next meeting. She commented there is demand and interest in the community for a year-round night-time shelter option that is not winter only. She indicated the Mayor and Police Chief have been in touch with our partners at Catholic Charities who run the winter program to investigate the options for a 12-month center. The request is to seed it with ARPA funding to get it up and running for two years 2023 – 2024. She noted the Homelessness Task Force has also had discussion with United Way and the Mayor with the County.

Chief Ben Bliven confirmed this would be dollars that would allow Catholic Charities to expand their operations to 365 days per year. Currently they operate November 1st through April 30th during the colder weather months. He felt this is a need for the community.

Roberto Partarrieu, Executive Director Catholic Charities, Lacrosse, reviewed his report and the operating budget numbers provided in the online committee packet at the link below:
https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Standing%20Committees/Finance%20Committee/2022/FINC_20220823_Packet.pdf

Mayor Katie Rosenberg indicated she talked to the Deputy County Administrator about what the city is considering, inviting them to participate. She stated she has meetings lined up to talk to the United Way and with the County Administrator to discuss partnership with the county.

Sarah Watson questioned what the bottom-line total cost for a year-round day and night shelter. Partarrieu stated the total cost is $638,000 and the deficit they have for that is $388,000 annually.

Mayor Rosenberg stated she would like to collect data as we are doing this to understand who we are helping. She commented she learned an interesting statistic that unhoused individuals cost the city/county system $70,000 - $200,000 per year.

Watson requested a completed ARPA application that shows what the ask is and what the timeframe is for the spend down. Rasmussen stated after the information is emailed to the committee, they can use it to rank both proposals of either a night-time only shelter or a day and night shelter.

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES

Date and Time: Tuesday, September 13, 2022 @ 4:30 pm., Council Chambers
Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
ED Members Present: Sarah Watson, Tom, Kilian, Chad Henke, Lisa Rasmussen, and Carol Lukens
Others Present: Maryanne Groat, Liz Brodek, Randy Fifrick, Eric Lindman, Gerald Klein, Tammy Stratz, Katie Rosenberg, Lou Larson, Mary Goede, Kaitlyn Bernarde

Discussion and possible action regarding ARPA funding requests and related budget modification - Warming Center

Lisa Rasmussen stated the committee rated the shelter plan, both for the year-round nights and for the day center. The Homeless Fulltime Project is the year-round nights and day option, and the Homeless Nights Project is 12 months of the year for a night only center and both projects scored high.

Rasmussen stated there was a time when the mall was in service there was an indoor location with heat and air-conditioning where homeless people could go. Some of the issues with that structure disappearing is that it has added pressure to places like the library and other public facilities. She indicated in her discussion with the housing coalition and representatives from Catholic Charities, they believe they will have the space and resources to stand up a program that will help us make an impact.

Michael Martens commented he was initially concerned about the how these expenses would be covered two years from now, but if this is enough of a steppingstone to get the community on board, he supports it. Rasmussen agreed it seeds the program, but she also liked that the people that were in the day center would not just be existing but would be participating in programming. She felt this programming would help them get on a path to a better life.

Motion by Watson, second by Diny to forward the Homeless Fulltime Project ARPA request to Council. Motion carried 5-0.

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Public Health c Impacts of COVID 19

SPENDING ON RESPONDING TO NEGATIVE ECONOMIC IMPACT

While the pandemic impacted millions of American households and businesses it caused disporportionate impacts or more severe impacts to certain communities and populations. These severe and disporportionate households, communities, small businesses and nonprofits are presumed eligible for services that respond to the impact they experience.

Project Title	**Catholic Charities Warming Center Year Round Expansion**		
Department	**Police Department**	Contact Name:	**Ben Bliven**
Priority 1-6 (low-high)	**5 - Urgent**		

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

Program Administration (Check all that apply)

	Internal Administration	X	Subrecipient (Identify) - Catholic Charities

Impacted Households Small Business, Nonprofit and Impacted Industries (Check all that Apply)

X	Assistance to Low or Moderate income households		Assistance to Small Business (describe)
X	Assistance in a Qualified Census Tract		Aid to Impacted Industries (Describe)
X	Assistance to Nonprofits (Describe)		

PROGRAM DESCRIPTION
attach additional information if needed

Community leaders have been in discussions regarding the ongoing crisis of homelessness in the Wausau community. One of the items regularly discussed is the gap in housing / shelter that exists in the Wausau community for homeless individuals from May 1 - October 31 annually when the Catholic Charities Warming Center is closed for business. Both Eau Claire and Lacrosse have year round warming centers for homeless individuals. City leaders have approached Catholic Charities to gauge their interest and ability to open the Warming Center on a year-round basis. Leadership of Catholic Charities has indicated their willingness and interest in opening that shelter on a year-round basis, however they have a revenue shortfall of $270,000 annually to run a year-round shelter. This ARPA request would cover the gap in funding for 2023 and 2024 for Catholic Charities to operate a 12 month overnight Warming Center.

PROGRAM ADMINISTRATION
Describe how the proposed program will be administered, the recipient eligibility requirements and the outreach plan

I have attached to this document a memo from the Catholic Charities Diocese of Lacrosse that outlines the program and budget.

OTHER AVAILABLE FUNDING SOURCES FOR THE PROGRAM (check all that apply)

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - FINANCIAL DETAIL

Catholic Charities Warming Center Year Round Expansion

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Administrative Costs						-
Financial Assistance Grants						-
Financial Assistance Loans						
Neighborhood Investments						
Lead Remediation						-
Improvements to vacant and abandoned Properties						-
Other(Describe) Homeless Warming Center		270,000	270,000			540,000
Total Costs	$ -	$ 270,000	$ 270,000	$ -	$ -	$ 540,000
FUNDING SOURCES						
ARPA Funding		270,000	270,000			540,000
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe)						-
Total Sources	$ -	$ 270,000	$ 270,000	$ -	$ -	$ 540,000
Shortfall	$ -	$ -	$ -	$ -	$ -	$ -

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Administrative Costs						-
Financial Assistance Grants						-
Financial Assistance Loans						-
Neighborhood Investments						
Lead Remediation						
Improvements to vacant and abandoned Properties						
Other (Describe)						-
Total	$ -	$ -	$ -	$ -	$ -	$ -
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total	$ -	$ -	$ -	$ -	$ -	$ -
NET LEVY REQUIREMENT	$ -	$ -	$ -	$ -	$ -	$ -

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

N/A

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - CALENDAR

Catholic Charities Warming Center Year Round Expansion

YEAR 2022	TIME FRAME (Start/End by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

YEAR 2023	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Operate Warming Center					x	x	x	x	x	x		
Task: Program Disbursements					270000							
Task:												
Task:												
Task:												
Task:												

YEAR 2024 *funds must be obligated by 12/31/2024*	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Operate Warming Center					x	x	x	x	x	x		
Task: Program Disbursements					270000							
Task:												
Task:												
Task:												
Task:												

YEAR 2025	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

YEAR 2026	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Public Health c Impacts of COVID 19

SPENDING ON RESPONDING TO NEGATIVE ECONOMIC IMPACT

While the pandemic impacted millions of American households and businesses it caused disporportionate impacts or more severe impacts to certain communities and populations. These severe and disporportionate households, communities, small businesses and nonprofits are presumed eligible for services that respond to the impact they experience.

Project Title	**Catholic Charities Warming Center Year Round Expansion INCLUDING DAY CENTER**		
Department	**Police Department**	Contact Name:	**Ben Bliven**
Priority 1-6 (low-high)	**5 - Urgent**		

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

Program Administration (Check all that apply)

	Internal Administration	X	Subrecipient (Identify) - Catholic Charities

Impacted Households Small Business, Nonprofit and Impacted Industries (Check all that Apply)

X	Assistance to Low or Moderate income households		Assistance to Small Business (describe)
X	Assistance in a Qualified Census Tract		Aid to Impacted Industries (Describe)
X	Assistance to Nonprofits (Describe)		

PROGRAM DESCRIPTION
attach additional information if needed

This updated request includes the cost for Catholic Charities to run and operate a Day Center. Community leaders have been in discussions regarding the ongoing crisis of homelessness in the Wausau community. One of the items regularly discussed is the gap in housing / shelter that exists in the Wausau community for homeless individuals from May 1 - October 31 annually when the Catholic Charities Warming Center is closed for business. Both Eau Claire and Lacrosse have year round warming centers for homeless individuals. City leaders have approached Catholic Charities to gauge their interest and ability to open the Warming Center on a year-round basis. Leadership of Catholic Charities has indicated their willingness and interest in opening that shelter on a year-round basis, however they have a revenue shortfall of $$388,995 annually to run a year-round day and nighttime shelter. This ARPA request would cover the gap in funding for 2023 and 2024 for Catholic Charities to operate a 12 month day and night Warming Center.

PROGRAM ADMINISTRATION
Describe how the proposed program will be administered, the recipient eligibility requirements and the outreach plan

I have attached to this document a memo from the Catholic Charities Diocese of Lacrosse that outlines the program and budget.

OTHER AVAILABLE FUNDING SOURCES FOR THE PROGRAM (check all that apply)

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - FINANCIAL DETAIL

Catholic Charities Warming Center Year Round Expansion INCLUDING DAY CENTER

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Administrative Costs						-
Financial Assistance Grants						-
Financial Assistance Loans						
Neighborhood Investments						
Lead Remediation						-
Improvements to vacant and abandoned Properties						-
Other(Describe) Homeless Warming Center		388,995	388,995			777,991
						-
Total Costs	$ -	388,995	388,995	$ -	$ -	777,991
FUNDING SOURCES						
ARPA Funding		388,995	388,995			777,991
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe)						-
Total Sources	$ -	$ 388,995	$ 388,995	$ -	$ -	$ 777,991
Shortfall	$ -	$ -	$ -	$ -	$ -	$ -

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Administrative Costs						-
Financial Assistance Grants						-
Financial Assistance Loans						-
Neighborhood Investments						
Lead Remediation						
Improvements to vacant and abandoned Properties						
Other (Describe)						-
Total	$ -	$ -	$ -	$ -	$ -	$ -
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total	$ -	$ -	$ -	$ -	$ -	$ -
NET LEVY REQUIREMENT	$ -	$ -	$ -	$ -	$ -	$ -

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

N/A

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - CALENDAR

Catholic Charities Warming Center Year Round Expansion INCLUDING DAY CENTER

YEAR 2022	TIME FRAME (Start/End by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

YEAR 2023	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Operate Warming Center					x	x	x	x	x	x		
Task: Program Disbursements					388,995							
Task:												
Task:												
Task:												
Task:												

YEAR 2024 *funds must be obligated by 12/31/2024*	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Operate Warming Center					x	x	x	x	x	x		
Task: Program Disbursements					388,995							
Task:												
Task:												
Task:												
Task:												

YEAR 2025	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

YEAR 2026	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

CATHOLIC CHARITIES
Income Statement - Social Services - Warming Center - Wausau
For the Four Months Ending April 30, 2022

	21-22 Season Nov to April	*Budget - 365 Night Services*	*Budget - 365 Days and Day services*	Comments
Revenues	**Revenues**	**Revenues**	**Revenues**	
Gov't Grants/Contract-Federal	$80,807.00	$41,100.00	$41,100.00	Had Covid funds in 21-22 season
Gifts/Donations	$164,535.49	$172,333.32	$172,333.32	Majority of Donations come in December/January
Foundations	$12,000.00	$24,000.00	$24,000.00	
Total Revenues	**$257,342.49**	**$237,433.32**	**$237,433.32**	
Expenses	**Expenses**	**Expenses**	**Expenses**	
Salaries	$74,683.96	$153,887.92	$218,367.92	To operate 365 days, we need 8 full time persons to cover
Seasonal Salaries	$56,313.51	$95,565.38	$121,357.38	all the shifts
Workers Comp	$802.97	$1,605.94	$1,605.94	
Life, STD, LTD	$286.58	$1,146.32	$1,146.32	
Dental	$489.07	$3,708.87	$4,978.14	
Health	$8,060.22	$61,911.00	$82,548.00	
IRA 401K/Roth	$166.36	$665.44	$665.44	
FICA/Medicare	$9,081.43	$19,083.18	$25,988.99	
Unemployment Comp	$507.26	$1,014.52	$1,014.52	
Cafeteria Plan Fees	$5.69	$11.38	$11.38	
Personnel Subtotal	$150,397.05	$338,599.95	$457,684.03	
Admin Personnel Allocation	$26,118.97	$40,631.99	$54,922.08	
Total Personnel	**$176,516.02**	**$379,231.94**	**$512,606.11**	
Indirect Expenses				
Auditing Fees	$0.00	$1,000.00	$1,000.00	
Office Supplies	$1,002.58	$2,000.00	$2,000.00	
Computer Accessories	$1,731.13	$3,462.26	$3,462.26	
Telephone-Local	$1,303.06	$2,606.12	$2,606.12	
ISP/Online	$376.22	$752.44	$752.44	
Building Rent	$19,531.97	$46,690.00	$46,690.00	
Contract Maintenance	$2,950.37	$5,900.74	$5,900.74	
Heat/Utilities	$3,465.70	$6,931.40	$6,931.40	
Maintenance Supplies	$170.00	$340.00	$340.00	
Depreciation	$30.64	$61.28	$61.28	
D&O&EPI Insurance	$237.37	$474.74	$474.74	
Business Insurance	$2,085.07	$4,170.14	$4,170.14	

CATHOLIC CHARITIES
Income Statement - Social Services - Warming Center - Wausau
For the Four Months Ending April 30, 2022

	21-22 Season Nov to April	*Budget - 365 Night Services*	*Budget - 365 Days and Day services*	Comments
Indirect Subtotal	$32,884.11	$74,389.12	$74,389.12	
Admin Indirect Allocation	$4,550.31	$8,926.69	$8,926.69	
Total Indirect	**$37,434.42**	**$83,315.81**	**$83,315.81**	
Direct Expenses				
Contract Services	$985.19	$1,970.38	$1,970.38	
Computer Software	$104.82	$209.64	$209.64	
Cellular Phone	$583.85	$1,167.70	$1,167.70	
Printing	$2,866.86	$5,733.72	$5,733.72	
Service Fees	$432.22	$864.44	$864.44	
Program Postage	$626.31	$1,252.62	$1,252.62	
Program Materials	$5,800.29	$11,600.58	$11,600.58	
Program Membership	$167.50	$335.00	$335.00	
Gas & Mileage	$1,156.69	$2,313.38	$2,313.38	
Licenses	$0.00	$0.00	$0.00	
Program Licenses	$524.67	$1,049.34	$1,049.34	
Host Meetings	$271.53	$543.06	$543.06	
Travel & Lodging	$431.99	$863.98	$863.98	
Professional Development	$109.34	$218.68	$218.68	
Meals	$362.22	$724.44	$724.44	
Advertising-Emp	$63.19	$126.38	$126.38	
Client aid - Direct	$4,150.00	$8,300.00	$8,300.00	
Gifts/Donations	$268.10	$536.20	$536.20	
Miscellaneous expense	$250.00	$500.00	$500.00	
Direct Subtotal	$19,154.77	$38,309.54	$38,309.54	
Admin Direct Allocation	$2,728.52	$4,597.14	$4,597.14	
Total Direct	**$21,883.29**	**$42,906.68**	**$42,906.68**	
Total Expenses	**$235,833.73**	**$505,454.44**	**$638,828.61**	
Net Income (Loss)	**$21,508.76**	**-$255,621.12**	**-$388,995.29**	

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget for Fencing Project

Committee Action: Approved 5-0
Fiscal Impact: $18,034

File Number:	21-1109E	**Date Introduced:** **Re-introduced:**	September 13, 2022 (Tabled) September 27, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐No☒	
	Included in Budget:	Yes☐No☒	*Budget Source: Capital Projects Funds*
	One-time Costs:	Yes☒No☐	*Amount: $18,034*
	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, the City of Wausau is committed to maintain infrastructure and other capital assets in a timely fashion; and

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

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

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

Increase 150-236598290 Other Capital Improvements $18,034

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

Approved:

_____

Katie Rosenberg, Mayor

FINANCE COMMITTEE

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

Discussion and possible action regarding budget modification fencing project

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

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

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

Decorative Pillars
Not part of Project
Typical Decorative
Fencing

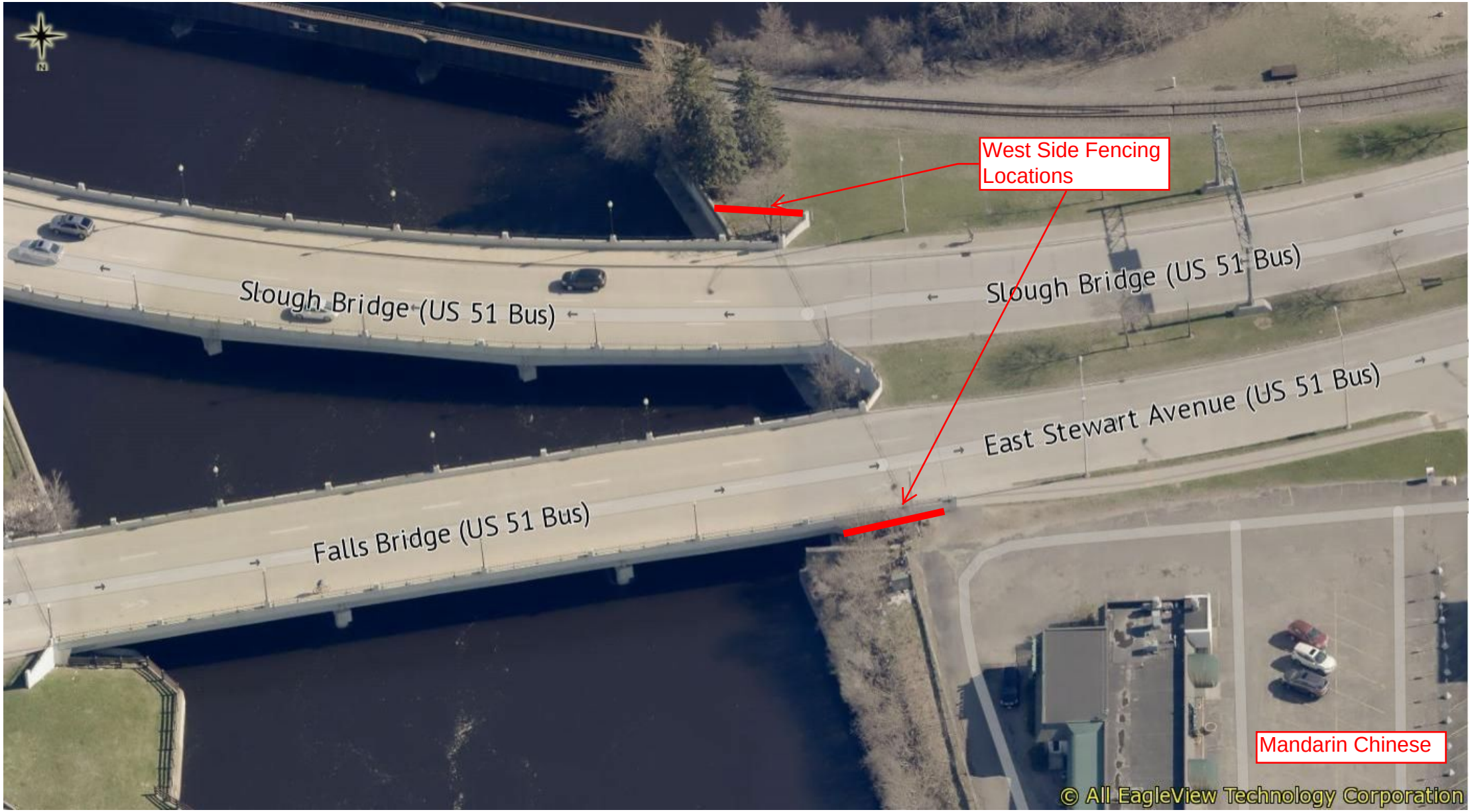
Bridge Fencing NE Side

04/30/2020

Bridge Fencing SE Side

04/30/2020

Bridge Fencing-West side



04/30/2020

City of Wausau, 407 Grant Street, Wausau WI 54403

JOINT RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Wausau Police Department to accept the award of the Wisconsin Department of Administration Grant and execute a memorandum of an agreement and incorporate the grant into the 2022 budget

Committee Action: FIN Comm: Approved 5-0

Fiscal Impact: $136,144

File Number:	21-1109F	**Date Introduced:**	September 27, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐ No☒	
	Included in Budget:	Yes☐ No☒	*Budget Source: State Grant Funding*
	One-time Costs:	Yes☒ No☐	*Amount:$86,144*
	Recurring Costs:	Yes☒ No☐	*Amount: $50,000*
SOURCE	*Fee Financed:*	Yes☐ No☒	*Amount:*
	Grant Financed:	Yes☒ No☐	*Amount: $136,144*
	Debt Financed:	Yes☐ No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☐ No☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the State of Wisconsin announced allocations of their American Rescue Plan Act Funds for state law enforcement agencies based upon population and crime rate; and

WHEREAS, the City of Wausau award amount is $136,144; and

WHEREAS, the State developed eligible expenses and a memorandum of understanding regarding the use of ARPA funds; and

WHEREAS, your police department has compared their needs and established a budget for expenditure of the funds which are eligible under the grant; and

WHEREAS, your Finance Committee has reviewed the grant and budget and recommends approval of the grant and related expenditure; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials are hereby authorized and directed to accept the State ARPA allocation grant and execute the memorandum of understanding; and

BE IT FURTHER RESOLVED, y the Common Council of the City of Wausau that the proper City Officials are hereby authorized and directed to incorporate grant revenue and related expenditures in the 2022 budget; and

Approved:

_____

Katie Rosenberg, Mayor

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES
Date and Time: Tuesday, September 13, 2022 @ 4:30 pm., Council Chambers
Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
ED Members Present: Sarah Watson, Tom, Kilian, Chad Henke, Lisa Rasmussen, and Carol Lukens
Others Present: Maryanne Groat, Liz Brodek, Randy Fifrick, Eric Lindman, Gerald Klein, Tammy Stratz, Katie Rosenberg, Lou Larson, Mary Goede, Kaitlyn Bernarde

Discussion and possible action regarding entering into a Memorandum of Understanding regarding the use of ARPA funds with the Wisconsin Department of Administration and Law Enforcement Agency $136,144.07.
Lisa Rasmussen explained the Police Department has been approved for an allocation of state ARPA funds for law enforcement use, primarily training and equipment. They have submitted a list of needs that could be fulfilled with the funds. One of the needs on the list is something they requested through the 2023 CIP, so this would take care of it without using CIP which is already struggling.

Sarah Watson questioned if there would be any public match required. Rasmussen stated there would not. Michael Martens indicated his only concern was that there would be a $50,000 ongoing cost after the first year for the automated license plate recognition cameras. Rasmussen stated PD has proposed doing a one-year trial and report back to the committee with data as far as how effective it is to decide if we want to continue it.

Cpt Ben Graham stated it would come with an additional $50,000 for subsequent years, but for year one the $57,000 would cover approximately 20 cameras. He stated there were 20 agencies plus in the state that currently have the cameras in their community and there is one in Rib Mountain and the Marathon County Sheriff's Office is getting four more. This technology is great for prevention and also to deal with crime after it has been committed in resolving cases that we otherwise would not be able to resolve.

Watson questioned if the ongoing cost was for software or additional cameras. Graham stated the cameras are leased and the ongoing cost is $2,500 per year, per camera.

Motion by Watson, second by Lukens to approve the MOU and related budget. Motion carried 5-0.

Wausau Police Department
515 Grand Ave Wausau, WI 54403 Ph. 715-261-7800

August 30, 2022

Re: Wisconsin Department of Administration Law Enforcement Agency Grant

Finance Committee:

In March, 2022, Governor Evers announced allocations of American Rescue Plan Act (ARPA) funds from the state to local law enforcement agencies. The Governor's press release is linked here: https://content.govdelivery.com/accounts/WIGOV/bulletins/30ec88b.

Every law enforcement agency in the state is receiving funds based on population and crime rate. The Wausau Police Department will receive a grant in the amount of $136,144.07 to be expended by June 30, 2023. There is a list of eligible expenditures listed in this link: https://doa.wi.gov/Pages/LocalGovtsGrants/LEAGrant.aspx.

I am requesting authorization from the Finance Committee to accept these grant funds. I understand we will need to follow procurement policy protocols for these purchases prior to purchase if approved. Furthermore, I am requesting authorization to expend these funds in the following manner:

1. Purchase rifle-rated vest inserts for every sworn staff member - $35,000.

   We currently purchase every sworn staff member a bullet-resistant vest at their time of hire. These vests last 5 years at which time we purchase a replacement vest when they expire. The vests we purchase are level 3A which is the highest level of soft ballistic protection we can buy for our staff. The 3A protection level will generally stop common pistol rounds such as 9mm, .40 and .45 caliber, etc. However, this type of vest does not offer enough protection to stop a rifle round.

   We do have "heavy vest" in each of our squad cars for officers to put on when responding to threats with weapons. However, with the transition to external vest carriers a couple of years ago, the heavy vest now covers essential equipment that is carried on the front of an officer's torso. In addition, the heavy vests are now outside of their 5 year warranty period. Purchasing rifle-rated vest inserts would fix these issues and provide for a higher level of ballistic protection at all times.

2. Defense and Arrest Tactics (DAAT) training protective gear - $4,000

   When we do training for Defense and Arrest Tactics, the role players wear padded protective gear to avoid injuries while taking strikes and other maneuvers from officers

who are training. The current gear we have is quite old and needs replacement. This amount would allow us to purchase two new sets of protective gear.

3. Custom Hearing Protection - $30,000

   Officers train at the firearms range on a monthly basis. We always wear hearing protection while at the firearms range and we have annual hearing tests to determine whether or not we have suffered any hearing loss as a result of our work. New technology exists that is far superior to our current hearing protection. You can see more at this website: https://otoprotechnologies.com/.

4. Active Threat Response Gear - $8,000

   This gear comes in a kit that allows officers to carry additional ammunition and medical supplies when responding to an active threat (ie active shooter).

5. Automatic License Plate Recognition (ALPR) Cameras - $57,000

   This technology would greatly enhance our ability to deter crime and apprehend offenders in our community. This amount would allow us to install 20 cameras around the City. ALPR provides immediate alerts for wanted or stolen vehicles and records 30 days of vehicle traffic wherever cameras are installed. Fixed station ALPR has a growing footprint in Wisconsin. With a growing network of ALPR in Wisconsin, coupled with the fact crime is inherently multi-jurisdictional, adopting ALPR would enable us to leverage region and state-wide technology to increase our efficiency and effectiveness in our investigations.

   We believe this is very important technology for our community and our ability to deter and apprehend criminals. We have previously submitted ARPA and CIP requests for this technology, but have not been successful in receiving authorization for the purchase. If we move forward with this purchase, there is an ongoing cost of $50,000 per year we will need to consider in future years.

6. Financial Wellness Training - $2,500

   As a part of our overall employee wellness program, we plan to contract with Elevate Wisconsin through the Wisconsin Department of Financial Institutions to bring a robust suite of financial literacy and education products to our department. This cost gives access to an extensive array of financial education and allows all fire and police employees to participate.

Wausau Police Department
515 Grand Ave Wausau, WI 54403 Ph. 715-261-7800

Deputy Chief Barnes will be available at the Finance Committee to answer questions you might have as it pertains to this grant and our requests for equipment.

Chief Benjamin K. Bliven
Wausau Police Department

MEMORANDUM OF UNDERSTANDING
REGARDING USE OF ARPA FUNDS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the Wisconsin Department of Administration ("DOA"), whose principal business address is 101 East Wilson Street, Madison, WI 53703 and the undersigned tribal or local law enforcement agency ("LEA" or "Grantee"), whose address is identified below.

WHEREAS, the United States Department of the Treasury ("Treasury Department") has distributed to DOA funds ("ARPA Funds") from the Coronavirus State Fiscal Recovery Fund pursuant to 42 U.S.C. § 802, as added by section 9901 of the American Rescue Plan Act of 2021 ("ARPA"); and

WHEREAS, DOA is administering such funds through a variety of programs and initiatives; and

WHEREAS, a rule issued by the U.S. Treasury Department, which took effect on April 1, 2022 (the "Final Rule"), outlines the eligible uses of ARPA funds to include the provision of government services; and

WHEREAS, the program outlined by this MOU constitutes the provision of government services within the meaning of the Final Rule;

NOW, THEREFORE, DOA and Grantee agree that DOA shall grant, and Grantee may utilize, certain ARPA Funds, which constitutes direct assistance to Grantee as a beneficiary under the Final Rule, defined in the Program Schedule pursuant to the terms and conditions set forth in this MOU.

The term of this MOU will run from the Effective Date until the expiration of the Program outlined in the Program Schedule.

The person(s) signing this MOU on behalf of Grantee certifies and attests to having full and complete authority to bind Grantee, on whose behalf they are executing this document.

IN WITNESS WHEREOF, DOA and Grantee have fully executed this MOU as of the date of Grantee's signature below ("Effective Date").

DEPARTMENT OF ADMINISTRATION	**GRANTEE**
_____	_____
Chris Patton	Name: _____
Deputy Secretary	Title: _____
Department of Administration	Agency: _____
Dated: _____	Dated: _____

Federal Award Identification Number: N/A
CFDA #: 21.027, Coronavirus State and Local Fiscal Recovery Funds
Federal Awarding Agency: Department of the Treasury

GENERAL TERMS

ARTICLE 1. ALLOCATION AMOUNT AND PERMISSIBLE USES OF FUNDS

The amount of ARPA Funds allocated to Grantee pursuant to this MOU and the purposes for which they may be used are set forth in the relevant Program Schedule. DOA's contribution to the total cost of eligible expenditures reported by a Grantee under this MOU shall not exceed the amount set forth in the relevant Program Schedule. DOA shall not reimburse any costs that are not eligible for reimbursement under ARPA or rules, regulations, or guidance promulgated to implement ARPA.

ARTICLE 2. PAYMENT

Reimbursements shall be made as provided in the relevant Program Schedule. Grantee is solely responsible for demonstrating that expenditures submitted for reimbursement meet the eligibility requirements set forth in the relevant Program Schedule, and for ensuring that any funds disbursed to Grantee are allocated within the Grantee's affiliated local or Tribal government in accordance with any applicable local or Tribal requirements.

ARTICLE 3. REPORTING

Grantee shall provide DOA with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of ARPA Funds. Grantee will also provide DOA with all information necessary to accomplish any public transparency reporting or Grantee monitoring that DOA deems necessary. Further reporting requirements are outlined in the Program Schedule.

ARTICLE 4. APPLICABLE LAWS, RULES, AND REGULATIONS

This MOU shall be governed by the laws of the State of Wisconsin and the laws of the United States, including without limitation ARPA, the Final Rule, and all other rules and regulations promulgated to implement ARPA. Grantee shall be responsible for ensuring that its uses of the ARPA Funds allocated to it under this MOU comply with all applicable laws, rules, and regulations.

ARTICLE 5. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this MOU, 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 Wis. Stat. 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.

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 MOU, or the withholding of funds.

ARTICLE 6. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

If, and to the extent that, the Program Schedule allows Grantee to award funds to third parties, Grantee shall be responsible for ensuring that any third party receiving funds pursuant to the Program comply with all laws, rules, and regulations applicable to the use of those funds by the third party.

ARTICLE 7. SUBLET OR ASSIGNMENT OF DUTIES

Grantee shall not sublet or assign all or any part of Grantee's duties or rights under this MOU without prior written approval of DOA.

ARTICLE 8. REIMBURSEMENT OF FUNDS

Grantee shall return to DOA any funds paid to Grantee in excess of the amount allocated pursuant to this MOU. If Grantee fails to return excess funds, DOA may deduct the appropriate amount from subsequent payments due to Grantee from DOA. DOA also reserves the right to recover such funds by any other legal means.

Grantee shall be responsible for reimbursement to DOA for any disbursed funds DOA determines have been misused or misappropriated. Any reimbursement of funds required by DOA shall be due upon DOA's written demand to Grantee.

ARTICLE 9. INDEMNIFICATION

In carrying out the provisions of this MOU 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 sub-Grantees, in performing work under this MOU.

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 MOU, irrespective of whether the audit is ordered by a federal or state agency or by a court.

Irrespective of any other term of this Grant Agreement, Grantee shall not be liable for or owe DOA any obligation of indemnification for: (1) any acts or omissions of Grantee's employees or agents acting outside the scope of their employment or agency pursuant to Wis. Stat. §§ 895.46(a) and 893.80, or (2) for any claim, demand, action, proceeding, judgment, damage, liability, loss, cost, or expense for which Grantee is immune pursuant to statutory or common law defenses or immunities, or to the extent that such Grantee's liability is limited by statute or common law.

ARTICLE 10. FINANCIAL MANAGEMENT

Grantee's chart of accounts and accounting system shall permit timely preparation of reports of expenditures as required by DOA.

Records shall be maintained for a period of not less than five years unless the Program requirements are longer.

ARTICLE 11. CONFLICTS OF INTEREST AND ETHICS

No person who is an employee, agent, consultant, or officer of Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this MOU, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement or subcontract with respect thereto or the proceeds thereunder, either for

themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from Grantee by employees of Grantee shall not be considered a conflict of interest, but otherwise employees of Grantee shall be fully bound by the requirements of this Article. Upon request, DOA can make exceptions to this requirement after full disclosure and where DOA determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Grantee agrees to disclose to DOA in writing any potential conflict of interest affecting the awarded funds so it can determine its own disclosure obligations to the Treasury Department in accordance with Treasury Department policy.

Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. ch. 19, subch. III, and the State Employee Code of Ethics, Wis. Admin. Code Ch. ER-MRS 24.

ARTICLE 12. TERMINATION OF AGREEMENT

DOA may terminate this MOU at any time with or without cause by delivering notice to Grantee.

ARTICLE 13. AMENDMENT

This MOU may be amended by mutual consent of the parties. Amendments shall be in writing and signed by the parties. Changes to the amount of funds allocated under this MOU or the purposes for which those funds may be used may be documented by amending the relevant Program Schedule.

ARTICLE 14. SEVERABILITY

If any provision of this MOU 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 MOU.

ARTICLE 15. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by DOA, the terms and conditions of this MOU 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 MOU.

ARTICLE 16. EXAMINATION OF RECORDS

DOA, or 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 MOU. 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 DOA. Such material shall be retained until such time as DOA notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this MOU. Grantee shall notify DOA 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 DOA.

ARTICLE 17. LOBBYING

Funds provided to Grantee pursuant to this MOU may not be used to influence federal contracting or financial transactions.

PROGRAM SCHEDULE
TRIBAL AND LOCAL LAW ENFORCEMENT AGENCY INITIATIVE

This Program Schedule outlining the Tribal and Local Law Enforcement Agency Initiative (the "Program") is attached to and incorporated into the Memorandum of Understanding Regarding Use of ARPA Funds ("MOU") between DOA and Grantee.

Award Amounts and Permissible Uses:

Program: Tribal and Local Law Enforcement Agency Initiative

Award Amount: Each tribal and local law enforcement agency in the State of Wisconsin (referred to herein as "LEAs" or "Grantees") has been allocated a certain sum (its "Allocation") based on the size of the population it serves, with an add-on for LEAs serving communities where violent crime exceeds the state average. The Allocation for each LEA is available on the program website (https://doa.wi.gov/Pages/LocalGovtsGrants/leagrant.aspx) and incorporated by reference herein.

Program Duration: An LEA may use its Allocation to reimburse eligible expenditures incurred **between March 15, 2022 and June 30, 2023.** Expenditures incurred outside that time window are not eligible for reimbursement under this Program. For purposes of this Program, an expenditure is not "incurred" until the LEA or its affiliated Tribal or local government has paid it.

How it Works: During a quarterly Reporting Period, an LEA may draw down its Allocation and receive allocated funds by reporting eligible expenditures for reimbursement through the Program's online reporting system. DOA will process these submissions and reimburse each LEA's reported eligible expenditures from the remaining balance of its Allocation. The first Reporting Period is expected to occur during a two-week period in September 2022; they will occur on a quarterly basis thereafter until the completion of the Program.

> *Example:* An LEA has a $20,000 allocation. During the September 2022 Reporting Period, it uses the online reporting system to report $8,000 in eligible expenditures incurred since March 15, 2022. DOA processes the reimbursement request and pays $8,000 to the LEA, leaving $12,000 in the LEA's Allocation. In the next quarterly Reporting Period, the LEA submits another $7,000 in eligible expenditures. Those eligible expenditures are again processed and reimbursed, leaving the LEA with $5,000 of its Allocation remaining to reimburse expenditures reported in subsequent Reporting Periods.

Permitted Uses of Funds: The Program is intended to provide LEAs with additional resources to help offset certain costs associated with hiring, training, testing, and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The following expenditures are eligible for reimbursement under the Program, subject to the limitations set forth in the MOU, this Program Schedule, and applicable state and federal law:

1. **Recruitment incentives.** The Program will reimburse the costs of certain financial incentives to recruit new officers, jail personnel, and dispatchers (referred to collectively below as "new hires"), as follows:
    - **a.** The costs of a new hire's academy or other formal preparatory training, to the extent the new hire's training costs are reimbursed by the LEA following acceptance of employment.
    - **b.** A signing bonus of up to $2,000 for each new hire.
    - **c.** For each new hire whose most recent employer was an out-of-state governmental agency, an additional bonus of up to $500 for each year of relevant out-of-state experience as a law enforcement officer, jailer, or dispatcher, up to an additional $2,000. Thus, for a new hire from an out-of-state law governmental agency with four or more years' relevant experience, this Program will reimburse the cost of providing a signing bonus of up to $4,000.

Each new hire who receives recruitment incentives that are reimbursed through this Program must provide the LEA with a written statement affirming that the new hire intends to complete at least three years' continuous employment with the LEA. The LEA is responsible for collecting and maintaining those statements; it does not need to provide copies of those statements when making reimbursement requests unless specifically requested by DOA.

Each LEA is responsible for conducting appropriate background checks on employment candidates. New hires with a record of misconduct are not eligible to receive recruitment incentives that are reimbursed through this Program.

2. **Medical testing.** The Program will reimburse the costs of job-related medical testing of officers, including physical examinations, hearing tests, drug tests, pre-employment psychological examinations, and other medical testing.

3. **Training.** The Program will reimburse the costs of providing training to help reduce violence and improve community safety, including programs to train officers in any of the following subject areas:
    - **a.** Crisis intervention, including training for interactions with individuals suffering from mental illness and addiction.
    - **b.** Resiliency and suicide prevention.
    - **c.** Use-of-force options and de-escalation tactics, including scenario-based training aimed at stabilizing potentially dangerous situations to allow more time and options for safe resolution.
    - **d.** Implicit bias.
    - **e.** "Active bystander" training.
    - **f.** The emergency detention process.
    - **g.** Homicide investigation.
    - **h.** Any annual recertification training required by the Wisconsin Law Enforcement Standards Board.

4. **Wellness and counseling programs.** The Program will reimburse the costs of providing wellness, counseling, or behavioral health programs or services to officers.

5. **Officer equipment, fuel, and technology, excluding weapons.** The Program will reimburse the costs of purchasing the following:
    - **a.** Uniforms, duty belts, holsters, handcuffs, boots, bulletproof vests and other protective gear, radios, flashlights, and other equipment of a similar nature.
    - **b.** License-plate readers, security cameras, and smart cameras, including thermal imaging cameras and vehicle-mounted cameras.
    - **c.** Mobile data computers and equipment purchased for the purpose of improving wireless connectivity in LEA vehicles, such as mobile hot spots.
    - **d.** Body cameras and body camera-activating holsters.
    - **e.** Upgrades to public safety answering point (PSAP) systems or infrastructure.
    - **f.** Any accessories, software, services (including installation), or specialized training needed to utilize items in categories 5.a to 5.e above.
    - **g.** Up to 50 percent of the fuel and charging costs for LEA vehicles.

Weapons (including non-lethal weapons) and ammunition are not eligible for reimbursement through this Program.

6. **Temporary contract personnel.** The Program will reimburse the costs of retaining temporary contract personnel to assist with processing evidence, reducing backlogs, or other tasks that help LEAs conduct criminal investigations. When reporting these expenditures in the online reporting system, the LEA must identify the contractor used and the nature of the services performed.

7. **Sworn law enforcement officers, jail personnel, and dispatchers.** The Program will reimburse certain costs associated with sworn law enforcement officers, as follows:

a. The additional payroll costs associated with increasing part-time officers, dispatchers, or jail personnel to full-time positions.
b. For LEAs that adopt or engage in initiatives to reduce violent crime (including offenses involving firearms), the payroll costs of officers for time worked on such initiatives.
c. The payroll costs of officers for time worked on Crisis Intervention Teams.
d. For LEAs serving communities where the violent crime rate exceeds the state average, as identified in Appendix 1, the full payroll costs for new hires (as defined in paragraph 1 above) made on or after March 15, 2022.

8. **K9 units.** The Program will reimburse the costs associated with purchasing canines to assist officers with law enforcement functions, including any related training costs.

9. **Community policing initiatives.** The Program will reimburse costs associated with designing and implementing community policing initiatives, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives. For purposes of this Program, "community policing initiatives" refer to place-based, community-oriented crime reduction strategies in targeted neighborhoods suffering from chronic crime issues.

10. **Initiatives to address carjacking and vehicle theft.** The Program will reimburse costs associated with designing and implementing initiatives to prevent and investigate incidents of carjacking and vehicle theft, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives.

11. **Updating use-of-force policies to comply with Act 75.** The Program will reimburse costs associated with updating their use-of-force policies to comply with the standards set forth in 2021 Wisconsin Act 75, including any costs of training related to these standards.

Expenditures not included in the above categories are not eligible for reimbursement through this Program.

Procurement limitations: All expenditures submitted for reimbursement through this Program must comply with Grantee's local procurement procedures and must avoid conflicts of interest, acquisition of unnecessary or duplicative items, excessive costs, or other waste.

Payments:

Grantee shall make requests for reimbursement payments by reporting eligible expenditures through DOA's online reporting system during Reporting Periods.

Reimbursement payments shall only be made after the MOU has been fully executed by Grantee and DOA, the Grantee has reported expenses that are eligible for reimbursement in compliance with the MOU and this Program Schedule, and responses are provided by Grantee for any questions from DOA within timeframes designated by DOA.

DOA shall make payment by check or via Automated Clearing House (ACH).

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

Records and Reporting:

Grantee is responsible for maintaining records sufficient to demonstrate that the expenditures submitted for reimbursement are eligible expenditures under the MOU and this Program Schedule. Grantee will cooperate with

any inquiry and provide any relevant information or records requested by DOA or any of its authorized representatives relating to the expenditures submitted for reimbursement.

Grantee understands that DOA is required to submit quarterly and annual reports to the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021. Grantee shall timely provide DOA with all information that may be necessary to comply with those reporting requirements.

Grantee must retain records for a period of at least five years after all ARPA State and Local Fiscal Recovery Funds provided by the Department of Treasury to the State of Wisconsin have been expended or returned to the federal government. Current law requires the State to expend or return such funds no later than December 31, 2026.

Administration:

The DOA employee responsible for the administration of this MOU with respect to this Program Schedule shall be DOA's Administrator of the Division of Intergovernmental Relations or their designee, who shall represent DOA's interest in review of quality, quantity, rate of progress, timeliness, compliance, federal reporting, and related considerations as outlined in this MOU.

The Grantee employee responsible for the administration of this MOU with respect to this Program Schedule shall be the person designated as "contact person" by Grantee, who shall represent Grantee's interest regarding Agreement performance, financial records, and related considerations. DOA shall be immediately notified of any change of this designee.

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

To DOA:

Dawn Vick
Administrator
Division of Intergovernmental Relations
Department of Administration
101 E. Wilson St.
Madison, WI 53703
E-mail: LEAGrant@wisconsin.gov

To Grantee:

The "contact person" designated by Grantee

Certifications:

By submitting an expenditure to DOA for reimbursement through this Program, Grantee certifies all the following:

(1) That the expenditure is a permitted use of funds, as described in this Program Schedule.
(2) That the expenditure was incurred by the Grantee or its affiliated Tribe, county, city, village, or town and has not been reimbursed by any other third-party source.
(3) That all other information provided by Grantee to DOA relating to the expenditure is accurate.
(4) That the Grantee has and will maintain records of the expenditure for the period required by this Program Schedule, including, if applicable, statements affirming that new hires receiving recruitment incentives intend to complete at least three years' continuous employment with Grantee.
(5) That the Grantee is not a federally debarred contractor and is not on the list of parties excluded from federal procurement and non-procurement contracts.

Appendix 1

Adams County Sheriff's Office
Adams Police Department
Altoona Police Department
Antigo Police Department
Appleton Police Department
Ashland County Sheriff's Office
Ashland Police Department
Ashwaubenon Police Department
Baraboo Police Department
Barron Police Department
Bayfield Police Department
Beloit Police Department
Big Bend Police Department
Black River Falls Police Department
Bloomer Police Department
Boscobel Police Department
Brown Deer Police Department
Burlington Police Department
Burnett County Sheriff's Office
Butler Police Department
Chetek Police Department
Chilton Police Department
Chippewa Falls Police Department
Clintonville Police Department
Coleman Police Department
Cornell Police Department
Crandon Police Department
Cudahy Police Department
Dane County Sheriff's Office
Delavan Police Department
Dunn County Sheriff's Office
East Troy Village Police Department
Eau Claire County Sheriff's Office
Eau Claire Police Department
Elkhorn Police Department
Elroy Police Department
Everest Metro Police Department
Fennimore Police Department
Fitchburg Police Department
Florence County Sheriff's Office
Fond du Lac Police Department
Forest County Sheriff's Office
Fort Atkinson Police Department
Frederic Police Department
Glendale Police Department
Grand Chute Police Department
Grantsburg Police Department
Green Bay Police Department
Greendale Police Department
Greenfield Police Department
Hayward Police Department
Horicon Police Department
Hudson Police Department
Iron River Police Department
Janesville Police Department
Jefferson Police Department
Juneau County Sheriff's Office
Kaukauna Police Department
Kenosha County Sheriff's Office
Kenosha Police Department
Kewaunee County Sheriff's Office
Kiel Police Department
La Crosse Police Department
Lac Courte Oreilles Tribal Police Department
Lac du Flambeau Police Department
Lake Delton Police Department
Lake Hallie Police Department
Lake Mills Police Department
Lancaster Police Department
Lincoln County Sheriff's Office
Madison Police Department
Manawa Police Department
Manitowoc Police Department
Marinette Police Department
Marion Police Department
Markesan Police Department
Marshall Police Department
Marshfield Police Department
Mauston Police Department
Mayville Police Department
Medford Police Department
Menasha Police Department
Menominee Tribal Police Department
Menomonie Police Department
Milwaukee Police Department
Minocqua Police Department
Mondovi Police Department
Monroe County Sheriff's Office
Mount Pleasant Police Department
Muscoda Police Department
Neenah Police Department
New Lisbon Police Department
New Richmond Police Department
Oak Creek Police Department
Oconto Police Department
Omro Police Department
Osceola Police Department
Oshkosh Police Department
Palmyra Police Department
Phillips Police Department
Platteville Police Department
Pleasant Prairie Police Department
Plover Police Department
Portage Police Department

Poynette Police Department
Pulaski Police Department
Racine Police Department
Rhinelander Police Department
Rice Lake Police Department
Ripon Police Department
Rock County Sheriff's Office
Rusk County Sheriff's Office
Sawyer County Sheriff's Office
Seymour Police Department
Shawano Police Department
Sheboygan Police Department
Shiocton Police Department
Siren Police Department
Sparta Police Department
Spooner Police Department
Spring Valley Police Department
St. Croix Falls Police Department
Stanley Police Department
Stevens Point Police Department
Summit Police Department
Superior Police Department
Tomah Police Department
Town of Beloit Police Department
Town of Brookfield Police Department
Town of Madison Police Department
Twin Lakes Police Department
Two Rivers Police Department
Washburn Police Department
Waterloo Police Department
Watertown Police Department
Waukesha Police Department
Waupaca Police Department
Wausau Police Department
Wauwatosa Police Department
Webster Police Department
West Allis Police Department
West Bend Police Department
West Milwaukee Police Department
West Salem Police Department
Whitewater Police Department
Wisconsin Dells Police Department
Wisconsin Rapids Police Department

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving Selection of Gallagher & Co., for Market Salary Survey and Master Agreement for Professional Services

Committee Action: Approved 5-0

Fiscal Impact: $24,500

File Number:	12-0217	**Date Introduced:**	September 27, 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, the City of Wausau's compensation philosophy is to maintain position classifications and compensation levels that are internally consistent and responsive to changes in local economic conditions and strategic priorities; and

WHEREAS, the Employee Handbook, revised July, 2022, in Section 5.02(2) provides that a full review of market data for all City jobs will be conducted approximately once every five (5) years, and that the Human Resources Director is responsible for gathering, analyzing, and recommending changes to the salary range structure based on market data and salary trend information, with final approval of these recommendations being made by the Common Council; and

WHEREAS, on September 12, 2017, the Common Council selected Arthur J. Gallagher & Co. to complete a compensation study for the City of Wausau; and

WHEREAS, on June 13, 2022, your Human Resources Committee met to review the recommendation of the Human Resources Director to complete a custom market study in which the City would request specific data from those entities to which the City believes it is most comparable, and unanimously moved to recommend approving a market study and direct the Finance Committee either to rate this request for ARPA funds or recommend an alternate funding source for this project; and

WHEREAS, on June 28, 2022, your Finance Committee met to discuss a possible budget modification to fund a market study, less comprehensive in scope than the one begun in 2017, and unanimously moved to recommend approval of funding for the market study not to exceed $80,000, from surplus funds; and

WHEREAS, on July 12, 2022, the Common Council authorized a budget modification, decreasing undesignated reserves and increasing Professional Services by $80,000, and further directed initiation of the competitive procurement of professional services as outlined in the Request for Proposals attached to its Resolution; and

WHEREAS, on September 12, 2022, your Human Resources Committee met to discuss the review of the three proposals received and the recommendation of the Human Resources Director that all proposals be rejected and that, due to proprietary and other considerations, a sole source procurement of Arthur J. Gallagher & Co.'s services to customize a market update be recommended for approval, in a proposed amount of $24,500.

NOW, THEREFORE, BE IT RESOLVED by the Common Council that the sole source procurement of services and selection of Arthur J. Gallagher & Co. to complete a customized market salary survey, as outlined in the attached "Project Assignment" is hereby approved; and

BE IT FURTHER RESOLVED by the Common Council that a contract in substantial compliance with the material terms of the attached the Master Agreement for Professional Services, and the Project Assignment is hereby approved and that the proper City officials are hereby authorized and directed to execute the same for the initiation of a custom market salary survey.

Approved:

_____

Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION

DATE/TIME: September 12, 2022, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, A. Keenan

Public Comment for Items Appearing on the Agenda.
No public comments were brought forward.

Approval of August 8, 2022 Minutes.
Motion by Herbst to approve the August 8, 2022 Human Resources Committee Meeting minutes. Second by Killian. No questions or discussion. All ayes. Motion passes 5-0.

Human Resources Report for August.
No questions were brough forward by the Committee.

Presentation by Gallagher for the Wage Study.
Keenan explained that the proposals received in response to the Wage Study RFP were insufficient, as none offered labor market data based on local, state, and regional sources. Keenan said that selecting Gallagher through the sole source option makes the most sense as they are able to quickly recalibrate the current wage structure that they put into place for the City in 2018.

Mike Verdoorn from Gallagher shared his Wage Study presentation with the Committee.

Killian asked when the project would be complete. Verdoorn said that a custom survey can take about three months to complete and hopes to have all the data collected for the project by the end of October. Gisselman asked if the labor market will provide the numbers they will be looking for with everything that has happened over the past couple of years with covid. Verdoorn said that the data collected will be dated and at least 90 days old due to law, but that they will be able to collect the data for analysis and also ask what types of pay structure adjustments organizations plan to make in the future, as well as take into consideration other data that will be available to look at relating to future compensation trends.

Discussion and Possible Action Approving Gallagher for the Wage Study.
McElhaney asked for questions. Martens said that his notes from June indicated that they were anticipating a cost of $40,000-$80,000 for a market study and wondered why the cost of this study is $24,5000. Keenan said that the estimate was just a ballpark figure. McElhaney said that Gallagher already has a lot of the base information. Martens asked if Gallagher was one of the companies that submitted an RFP. Keenan said no. Gisselman said that he would like to see some preliminary numbers for the 2023 budget to be incorporated so that they are able to implement the

recommendations. McElhaney asked Verdoorn what the timeline would be for getting numbers for the 2023 budget. Verdoorn said he thought about 6 to 8 weeks.

Motion by Herbst to approve Gallagher for the Wage Study. Second by Killian. All ayes. Motion passed 5-0.

Adjournment.

Motion by Herbst to adjourn. Second by Martens. Meeting is adjourned.

_____

Rebecca McElhaney
Human Resources Committee, Chair

CITY OF WAUSAU

SOLE SOURCE PURCHASE JUSTIFICATION

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

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

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

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

---

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

   Wage Study update.

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

   Update to existing wage study for market changes.

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

   See attached.

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

   We did receive quotes from others they did not meet our need.

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

Based upon the services proposed by others.

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

☐ Product or vendor is uniquely qualified with capability not found elsewhere.

☐ Urgency due to public safety, serious financial injury or other. (explain)

☒ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property

☐ Lack of acceptable quotes or bids.

☐ Product compatibility or the standardization of a product.

☒ Continuation of a phased project.

☐ Proposal development is uneconomical.

Department: Human Resource

Preparer: Anne Keenan Anne Keenan

Vendor Name: Gallagher

Expected amount of purchase or contract: $24.500

→ ***Department Head Signature:*** Anne Keenan ***Date:*** 9/14/22

Finance Director Signature: [signature] ***Date:*** 9/14/22

City of Wausau
Human Resources Department
407 Grant Street – Wausau, WI 54403

Anne Keenan, Senior HR Generalist
Ph: 715-261-6632 Fax: 715-261-4137

Justification for Sole Source

September 13, 2022

MaryAnne Groat
Finance Director
City of Wausau

Dear MaryAnne,

This is my formal justification of using a Sole Source under the City of Wausau's procurement policy.

The City of Wausau requested bid for proposals regarding a wage study, the City received three proposals. All of the proposals did not discuss local and regional comparable in their wage studies. The proposals spoke of their proprietary methods which would cause significant issues with the system we are currently using.

Gallagher's proposal offers a continuation of the payroll philosophy already in place with the last study. The City will be able to modify the pay scale in accordance with the philosophy already in place. Gallagher already done much of the leg work on the past study which will be more cohesive with the new study.

It is the recommendation of the Human Resources Department with approval from the Human Resources Committee to sole source with Gallagher.

Sincerely,
Anne Keenan
Anne Keenan
City of Wausau, Senior HR Generalist

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE			
Authorizing selection of a vendor to conduct a compensation study. Committee Action: Approved 5-0 Fiscal Impact:			
File Number:	12-0217	**Date Introduced:**	September 12, 2017

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, the City of Wausau's compensation philosophy is to maintain position classifications and compensation levels that are internally consistent and responsive to changes in local economic conditions and strategic priorities,

WHEREAS, a full review of market data for all City jobs will be conducted approximately once every five years,

WHEREAS, the City of Wausau solicited and received proposals for a compensation study,

WHEREAS, the proposals were reviewed by a staff committee consisting of the Human Resources Director, Finance Director, and City Attorney,

WHEREAS, the staff committee recommended the consulting company of Arthur J. Gallagher & Co. be selected to complete a compensation study,

WHEREAS, your Human Resources Committee has reviewed and approved the consulting company of Arthur J. Gallagher & Co. to complete a compensation study for the City of Wausau

BE IT RESOLVED by the Common Council of the City of Wausau that Arthur J. Gallagher & Co. be selected to complete a compensation study for the City of Wausau as specified above and in supporting documents, upon action of this Council.

DRAFT

CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION

DATE/TIME: June 13, 2022, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom, G. Seubert

Approval of May 9, 2022 Minutes.
Motion by Gisselman to approve the May 9, 2022 Human Resources Committee Meeting minutes. Second by Herbst. No questions or discussion. All ayes. Motion passes 5-0.

Human Resources Report for May.
Vanderboom highlighted a change to the Employee Handbook that allows the Mayor to grant temporary exceptions to the maximum vacation accumulation limits. This item has been an issue due to large projects such as the new payroll/finance/HR system that is being set up. This does not change the approved payout limits upon separation.

Gisselman asked if this item can be reported back to the committee with the exceptions granted. Vanderboom said that a section can be added to the report to track the exceptions granted.

Discussion and Possible Action Creating an Extended Retirement Notice Incentive.
Vanderboom explained that employees who wish to retire and are eligible for the PEHP (Post Employment Health Plan) benefit are required to give a 3-month notice to receive this benefit. Employees who retire but are not eligible for this benefit due to being hired after it went away are only required to give a 2-week notice to have their eligible balances paid out. The idea is to create an incentive, like the hiring bonus incentive, that will pay employees who wish to retire $2000 if they provide a 6-month notice. This incentive would provide enough time for a recruitment to take place and a new person to be hired before the retiring employee leaves.

Gisselman asked how this would affect the unions and their members. Vanderboom said that if this passes, MOU's would have to be put into place with the three unions in order for it to be applicable for their union employee retirements.

Killian asked if cost savings would result in this happening, especially in a department like Police where new recruits might be in the academy and the impending retirees would stay on staff longer, avoiding possible overtime for officers. Vanderboom said that this is the intention, however not all departments will see savings, especially if the position is exempt from overtime.

Motion by Killian to approve creating an extended retirement notice incentive. Second by Martens. No further discussion. All ayes. Motion passed 5-0.

Discussion and Possible Action Approving Alternative Work Arrangements Policy.
Vanderboom provided an overview of the proposed policy, explaining that the handbook currently allows for alternative work schedules but does not include any language about working remoting. Working remoting was allowed, when possible, during the beginning of the pandemic. This policy provides clarification on the differences between alternative work schedules, flexible work schedules, and remote work schedules, and

guidance on eligibility and the request and approval process for each. Vanderboom stressed that service to internal and external customers must be the number one priority, and that managers and department directors can grant or deny requests for these work schedules at their discretion based on their department's needs.

Gisselman asked for more information on the Employee Relations Committee (mentioned on the staff memo for this item). Vanderboom explained that the Employee Relations Committee is very new and has met twice so far. It consists of employees from each department and has a lead representative, nominated by the members. The committee can then discuss items that they feel are important and communicate these items with Human Resources and management. This item was discussed by the committee and felt that it was a very positive policy for the work place.

Killian asked if these alternative work arrangements were tested out during the beginning of covid and any issues ironed out at that time. Vanderboom said yes.

Motion by Gisselman to approve the alternative work arrangements policy as presented. Second by Herbst. No further discussion. All ayes. Motion passed 5-0.

Discussion and Possible Action Reallocating Bus Operator I Positions.

Vanderboom explained that the Metro Ride department has Bus Operator I positions, which are part-time, and Bus Operator II positions, which are full-time. The City has been struggling to fill the part-time positions, so the department would like to change 4 Bus Operator I positions into Bus Operator II positions, which would give the department the flexibility to hire both part-time and full-time staff. This may help to determine if the barrier to hiring is caused by the part-time positions. Vanderboom said that the City is in contract negotiations with the transit union and some other changes may happen as well. This change would be fiscally neutral since the department has been short of staff for so long.

McElhaney agreed that this item is critical for the transit department and explained that Bus Operator I positions take kids to and from school so they work a split shift, which is especially hard to fill. McElhaney said that hiring people for full-time and finding things for them to do in between the run hours will hopefully help.

Greg Seubert spoke of the department being critically short-staffed and unable to get interest to fill the positions. He said that there is a window of time now before the next school year starts to try this out, and if the department is not able to find help it will need to look at cutting routes in the fall. Seubert shared that supervisors are driving and drivers are working overtime and on their days off, creating an issue with morale.

Martens asked if all the full-time positions are full at this time. Seubert said yes, the department has nine part-time vacancies and no full-time vacancies. Martens asked if this would also help alleviate stress on the current staff and help shift some work around. Seubert said yes, that it would, and the department is in the middle of its 5-year plan and is talking about various opportunities to expand service, such as Saturday service, and these extra full-time positions would then have more hours available to them.

Motion by Killian to approve reallocating 4 Bus Operator I positions to Bus Operator II positions. Second by Martens. All ayes. Motion passed 5-0.

Discussion and Possible Action Approving a Market Study.

Vanderboom said that the City schedules a market study to be completed every five years, but because of the changing market, she would like the City to be able to do one now using AARPA funds, which would be at three years, in order to not be left behind. Vanderboom believes that a custom market study would be best at this time, in which the City would request specific data from those entities which the City would like to compare itself to. Vanderboom said that the quickest turnaround time would be four months, but a realistic timeframe for this to be completed would be longer.

Gisselman asked if the City is prepared to handle any budget changes that might arise from the study unlike the last time, and that he would hate to see a study done and for the City to not be able to afford to implement the recommendations. Gisselman said he would like to know that the other committee members will be ready to sell the study recommendations to the Finance Committee and Council. McElhaney said the only way to handle this is to move forward with the market study, and that the City understands that it needs to pay its employees what they are worth in order to retain them, but also look at the whole package that it is offering. McElhaney said that having market data to back up any wage increases that might happen will help residents and tax payers accept any increases that happen.

Herbst spoke in support of approving a market study. Mayor Rosenberg spoke in support of the market study also. Killian agreed, saying that the employees make the City run and that this should be a high priority. Killian asked if there is another funding source that could be used instead of AARPA funds. Vanderboom said that she spoke with the Finance Director and they were looking to fund the study with AARPA funds, which is allowable under the AARPA guidelines, but not the outcome of the study. Vanderboom said that if the Finance Committee does not wish to use AARPA funds that she would ask them to identify another source of funding because this is a critical item. Killian said that he will not let this come in the way of his support of the item, but he would like to see AARPA funds used to help the community recover from the impact of the pandemic, especially the vulnerable population. Martens said he thinks that the City has done everything it can to attract employees and this is the next step to take to look at wages. Martens also would like to find an alternative funding source for this project rather than use AARPA funds and is concerned about the information not being available in time for next year's budget approval process. Vanderboom said that an option would be that when a vendor is selected to ask the vendor for an estimated implementation budget that could be built into the 2023 budget. Gisselman asked if this could be included in the RFP so that it doesn't get lost. Vanderboom said that this could be put into the RFP.

Motion by Martens to approve a market study with an amendment to direct the Finance Committee either rate this request for AARPA dollars or to recommend an alternate funding source for this project. Second by Killian. All ayes. Motion passed 5-0.

Discussion and Possible Action Approving Midyear Cost of Living Adjustment for Non-Represented Employees.

Vanderboom said that her concern about the market study is the delay in any action to wages until it is completed in the future and the possible negative affects on recruitments and retention in the interim. This request would offset the implementation cost of the market study and change the pay scale rates for non-represented employees.

Killian asked what percentage of increase is being asked for, as it was not included in the memo. Vanderboom said that the fiscal impact listed on the memo represents a 2% increase. McElhaney talked about wages increasing dramatically over the last months and said that this would provide some immediate relief to employees.

Motion by Killian to approve a midyear cost of living adjustment of 2% for non-represented employees. Second by Herbst. All ayes. Motion passed 5-0.

Discussion and Possible Action Approving Recruitment for Human Resources Director Position.

Vanderboom shared that she has accepted another role in the Milwaukee area and will be leaving the City on June 16th. Vanderboom said that she has always been supportive of the City hiring a vendor to conduct recruitments for the director positions, and this is what this request is for.

Motion by Herbst to approve hiring an outside vendor to conduct a search to fill the Human Resources Director role. Second by Gisselman. Gisselman asked how the City proceeds with the recruitment and what the role of the committee will be in the process. Vanderboom said that the City has used GovHR in the past and that they were actually used when she was selected. The firm has also helped with the Development Director position and Public Works Director position in the past. GovHR would work with the mayor for this recruitment since the HR Director is appointed by the mayor.

FINANCE COMMITTEE
Date and Time: Tuesday June 28, 2022 @ 5:00 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
Others Present: Maryanne Groat, Bob Barteck, Ben Bliven, Anne Keenan, Eric Lindman

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

Minutes of the previous meeting: (6/14/22)
Motion by Lukens, second by Diny to approve the minutes. Motion carried 5-0.

Discussion and possible action regarding budget modification related to a salary study
Maryanne Groat stated the hiring of HR Gov to recruit for the new HR Director is coming out of the HR Department's budget, as well as hiring professional assistance for some of the union negotiations. This will most likely exhaust any extra in that budget, so she indicated she was uncomfortable saying they could use the HR budget for any of this study. She noted we have been experiencing vacancies throughout the city and have historically returned money to the General Fund; the 2021 results were approximately $1 million back to the General Fund. She stated an option would be to take it out of anticipated savings and apply the reserves, or they could rank it for ARPA.

Lisa Rasmussen commented she preferred the use of surplus as we need to think about how much ARPA funds are left. Carol Lukens agreed and indicated she has been hearing from residents who would prefer ARPA funds be used for things they can readily see.

Doug Diny questioned what the approximate cost of the study was. Rasmussen stated they were looking to do more of a tailored scope on the study which would drive up the price a little. She explained they were looking to tailor the comparables to get an accurate of true comparables versus positions in the private sector that may not necessarily match. Groat pointed out it will be less in scope than our last study because that one went through all our job descriptions and re-evaluated them, as well as looked at ratings and classes. This proposed study is just looking at the market rates.

Michael Martens stated when this was discussed in HR Committee, because this RFP is not as comprehensive as the previous salary study where they looked at all the wages and steps. He estimated $80,000 to be the high end and $40,000 would be a basic study, so he felt it would fall somewhere in the middle.

Motion by Watson, second by Martens to approve funding for the market study not to exceed $80,000 from surplus. Motion carried 5-0.

Discussion and possible action regarding budget modification related to a midyear Cost of Living adjustment
Groat stated as proposed by HR this would come out of last year's profits but will have an ongoing impact. She indicated Toni Vanderboom had felt this would provide relief to some of the competitive market we are experiencing today, help to retain employees, and reduce the impact of the implementation of the salary study in the future. Rasmussen noted the fiscal impact is $115,000, so the impact going forward will be between $230,000 - $250,000.

Motion by Diny, second by Lukens to approve the budget modification for a midyear COLA funded through surplus. Motion carried 5-0.

Discussion and possible action creating an Extended Retirement Notice Incentive
Rasmussen commented the Police Department's letter indicates they not only have a need to recruit to replace retirements, but there is also value to be had with the benefit of a lengthy advance notice to have time to train new people and time for outgoing people to work with the new person.

Doug Diny questioned how many retirements were anticipated. Rasmussen stated the memo indicates 3 – 5 by January. Diny questioned if they would allow someone who had already given notice to extend it in order to collect.

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

JOINT RESOLUTION OF THE HUMAN RESOURCES AND FINANCE COMMITTEES

Approving Modification of the 2022 Budget for the Compensation Study

Committee Action: HR: Approved 5-0
Fin: Approved 5-0

Fiscal Impact (2017): $80,000

File Number:	21-1109	**Date Introduced:**	July 12, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐ No☒		
	Included in Budget:	Yes☐ No☒	*Budget Source:*	
	One-time Costs:	Yes☒ No☐	*Amount: $80,000 not to exceed*	
	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, the City of Wausau's compensation philosophy is to maintain position classifications and compensation levels that are internally consistent and responsive to changes in local economic conditions and strategic priorities, and

WHEREAS, while the City strives to conduct a study approximately once every five years, the dramatically changing market justifies a more frequent interval of three years with a study initiated in 2022; and

WHEREAS, the Human Resources Director recommended a custom market study as outlined in the RFP which is attached and

WHEREAS, your Human Resources Committee has reviewed and recommends the study; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to finance the compensation study; and

WHEREAS, the budget modification utilizes reserves based upon salary and fringe benefit savings due to vacancies and prior year budget savings.

All present are expected to conduct themselves in accordance with our City's Core Values

OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	**Human Resources Committee**
Date/Time:	**Monday, September 12, 2022 at 4:45 PM**
Location:	City Hall (407 Grant Street) – Council Chambers – 1st Floor
Members:	Becky McElhaney (C), Gary Gisselman, Dawn Herbst, Tom Kilian, Michael Martens

AGENDA ITEMS FOR CONSIDERATION

1) Public Comment for Items Appearing on the Agenda
2) Approval of August 8, 2022 Minutes.
3) Human Resources Report for August.
4) Presentation by Gallagher for the Wage Study.
5) Discussion and Possible Action Approving Gallagher for the Wage Study.
6) Adjournment.

Members of the public who do not wish to appear in person may view the meeting live over the internet on the City of Wausau's YouTube Channel https://tinyurl.com/WausauCityCouncil, or live by cable TV, Channel 981. Any person wishing to offer public comment who does not appear in person to do so, may e-mail anne.keenan@ci.wausau.wi.us with "Human Resources Committee public comment" in the subject line prior to the meeting start. All public comment, either by e-mail or in person, if agendized, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 9/07/2022 at 10:00 AM

Questions regarding this agenda may be directed to the Human Resources Office at (715) 261-6630.

It is anticipated that each item listed on the agenda may be discussed, referred, or acted upon unless it is noted in the specific agenda item that no action is contemplated. It is possible that members of, and possibly a quorum of members of other committees of the Common Council of the City of Wausau may be in attendance at the above mentioned meeting to gather information. **No action will be taken by any such group at the above mentioned meeting other than the committee specifically referred to in this notice.**

"In accordance with the requirements of Title II of the Americans with Disabilities Act (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 Human Resources at (715) 261-6630 or the City's ADA Coordinator at (715) 261-6620 or e-mail clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation."

Other Distribution: Alderpersons, Mayor, Department Heads, Union Presidents.

Human Resource Committee Packet

September 12, 2022

Agenda Item
Discussion and possible action approving Gallagher for the Wage Study
Background
The City of Wausau Human Resources Department was tasked to do an RFP for a wage study. The City received 3 proposals. The committee chosen to look over the proposals found fault with all of the proposals. The committee found that it would be difficult to choose due to the fact that none of the proposals offered labor market data based on local, state and regional sources. There was also concern that since our current system is proprietary that there could be a potential issue with blending together to get useful data. The committee found that time is of the essence and that doing another RFP was not an option.
Fiscal Impact
$24,500.00
Staff Recommendation
The recommendation is to sole source the wage study to Gallagher. Gallagher did the wage study for the City of Wausau in 2018. They have also outlined a plan for how they would recalibrate our current structure to provide us with the wage data we are looking for. Based on the fiscal impact, a formal written justification shall be forwarded to the Finance Director in advance of the purchase, after approval by the Human Resources Committee. Based on this and our sole source procurement policy, I believe purchasing services from Gallagher meets several of the criteria laid out in the sole source procurement policy.
Staff contact: Anne Keenan (715-261-6632)

Gallagher

Insurance | Risk Management | Consulting

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") entered into as of September 19, 2022 ("**Effective Date**") is between Gallagher Benefit Services, Inc., a subsidiary of Arthur J. Gallagher & Co., a Delaware corporation ("**Gallagher**") and the City of Wausau ("**Client**").

Gallagher and Client desire to arrange for the provision of services by Gallagher to the Client as set forth herein. In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ENGAGEMENT OF SERVICES.** From time to time, Gallagher and Client may enter into project assignment(s) for the provision of services provided by Gallagher (each a, "**Project Assignment**" attached hereto as a sample). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed in a Project Assignment, and shall be governed by the terms and conditions of this Agreement.

2. **SCOPE OF PROJECT ASSIGNMENTS.** Gallagher will provide any services, functions, or responsibilities related to the services set forth in the Project Assignment that are: (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement, or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.

3. **STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, Gallagher will use its best efforts to render the services and complete the Project Assignment by the applicable completion dates.

4. **COMPENSATION**. Client will pay Gallagher a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by Gallagher. Client shall be responsible for all expenses incurred by Gallagher in the performance of its services under this Agreement. Upon termination of this Agreement for any reason, Gallagher will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for projects which are in progress, Client will pay Gallagher for services and will reimburse Gallagher for previously approved expenses within thirty (30) days of the date of Gallagher's invoice. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Gallagher's relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal, or employer-employee relationship. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Furthermore, Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

©2022 Arthur J. Gallagher & Co. All rights reserved. Rev. 07.08.2021

6. CONFIDENTIAL & NON-IDENTIFYING INFORMATION.

6.1 Confidential Information. As used in this Agreement, "**Confidential Information**" means any non-public, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in this Agreement or applicable Project Assignment. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review **Gallagher's Privacy Policy** located at https://www.ajg.com/privacy-policy/.

Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

6.2 Non-Identifying Information. Notwithstanding Section 6.1 above, Gallagher may collect, use, transfer, and disclose information in a form that does not specifically identify Client ("**Non-Identifying Information**") for any purpose. Non-Identifying Information can include certain organizational and personal information that has been de-identified; that is, information that has been rendered anonymous. Gallagher may obtain Non-Identifying Information about Client from information provided to Gallagher by Client. Furthermore, Gallagher may combine and aggregate Client Non-Identifying Information with information collected from other sources for internal and external research purposes. Gallagher certifies that it shall comply with applicable laws, with respect to privacy and data security relative to Non-Identifying Information.

7. REPRESENTATIONS AND WARRANTIES.

7.1. Gallagher Representations and Warranties. Gallagher represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

7.2. Client Representations and Warranties. Client hereby represents and warrants that: (a) materials provided to Gallagher for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has full right and power to enter into and perform this Agreement without the consent of any third party.

©2022 Arthur J. Gallagher & Co. All rights reserved. Rev. 07.08.2021

7.3. No Other Representations and Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY GALLAGHER IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GALLAGHER CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

8. LIMITED LIABILITY. Gallagher's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Gallagher from Client for the particular Project Assignment giving rise to the claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Gallagher, at its sole option and upon receipt of written notice, either: (a) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Gallagher is at fault, or (b) return to Client the fees paid by Client to Gallagher for the particular service provided that gives rise to the claim, subject to the limitation contained in this section. Client agrees that it will not allege that this remedy fails its essential purpose.

No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

9. INDEMNIFICATION. Each party agrees to defend, indemnify, and hold the other party and its affiliates and their respective directors, officers, employees, and agents harmless from any and all losses, liabilities, exposures, damages, and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third-party claims, demands, suits, allegations, causes, or threats of action based on the indemnifying party's: (a) breach of any representation, warranty or covenant made by such party hereunder; or (b) grossly negligent acts, omissions, or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

10. TERM AND TERMINATION. The term of this Agreement will commence on the Effective Date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least sixty (60) days written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, Gallagher will deliver to Client any and all of its information, forms and documentation.

©2022 Arthur J. Gallagher & Co. All rights reserved. Rev. 07.08.2021

11. GENERAL PROVISIONS.

11.1. Assignment and Subcontractors. Client may not assign this Agreement without Gallagher's prior written consent. Gallagher may deem it necessary to outsource or subcontract all or any portion of the services to be performed by it under this Agreement. If this is necessary, Client will be notified of this and has the right to request a professional of their choice. If the person chosen by the Client requires assistance from Gallagher, Client will be billed for Gallagher's time at its regular hourly rate. This Agreement shall inure to the benefit of, and shall be binding upon, both Gallagher and Client and their respective heirs, legal representatives and permitted assigns.

11.2. Travel Expenses. Expenses are to be kept to a minimum and are billed at actual cost for (but not limited to) the following: consultant travel, lodging, meals, local transportation, and airport, meeting, and parking expenses. Hotel expenses will typically be based on preferred rates obtained by Client or Gallagher; however Gallagher may select a non-preferred major chain (e.g., Marriott; Hyatt; etc.) if personal safety factors, geography, or meeting requirements dictate. Charges for airfare will be based on the most economical means of travel wherever possible, however, due to scheduling difficulties, aircraft capacity, and/or fare availability, charges may on occasion include higher cost, refundable fares fees, full coach, or non-refundable business/first class charges.

11.3. Force Majeure. Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

11.4. No Legal Advice Intended. The advice given by Gallagher is not intended to be nor shall should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by Gallagher. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

11.5. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.6. Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address show on the signature page of Agreement. Either party may change its mailing address by notice as provided by this section.

11.7. Governing Law. The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Wisconsin without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

©2022 Arthur J. Gallagher & Co. All rights reserved. Rev. 07.08.2021

11.8. Enforcement. In the event that either party shall successfully bring an action against the other with respect to the enforcement, interpretation, or breach of any provision of this Agreement, the other party shall pay the reasonable amounts incurred by the party bringing the action, specifically including court costs, expenses and reasonable attorneys' fees.

11.9. Waiver. No waiver by either party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement shall be construed as a waiver of any other right. Neither party shall be required to give notice to enforce strict adherence to all terms of this Agreement.

11.10. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Gallagher for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

11.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with such delivery having the same effect as delivery of an original counterpart.

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

Client:		**Gallagher Benefit Services, Inc.**	
By:		**By:**	Michael Verdoorn
Name:		**Name:**	Michael Verdoorn
Title:		**Title:**	Managing Principal
Date:		**Date:**	September 19, 2022
Address:		**Address:**	1600 Utica Avenue, Suite 450 St. Louis Park, MN 55416

©2022 Arthur J. Gallagher & Co. All rights reserved. Rev. 07.08.2021

Project Assignment

This Project Assignment is issued pursuant to the terms and conditions of the Master Agreement for Professional Services with an Effective Date of September 19, 2022 (the "**Agreement**"), by and between Gallagher Benefit Services, Inc. ("**Gallagher**") and the City of Wausau "(**Client**"). Defined terms used herein and not otherwise defined in this Project Assignment shall have the same meaning ascribed to the in the Agreement.

Scope of Services:

Compensation Study

We will follow the a similar process for conducting the salary survey as performed in the 2018 comprehensive classification and compensation study, with the addition of a local custom salary survey. We recommend using the same benchmark jobs for consistency with prior study process, as well as cost reduction because we have the market matches made, and can update if any of the benchmark jobs have changed. We would then work with the City to identify up to 15 local public sector organizations to send a custom survey with about 25-30 benchmark jobs.

At the onset of the project, we recommend presenting to the key stakeholders, Council, leadership, and employees regarding the study goals and process. Gallagher has included this in the cost estimate provided.

The compensation study and survey process will include the following components.

CUSTOM SURVEY

- Labor market confirmed and survey participants identified to gather data from local, state and regional sources.
- Benchmark jobs identified and summarized.
- Identification of hard to recruit positions and assessment of the relevance of compensation for recruiting.
- Benefit and wellness, certification/incentive/add-on pay and pay practice questions determined for inclusion in the custom survey.
- Custom survey developed and conducted.

INTEGRATE PUBLISHED SURVEY SOURCES

- Identify appropriate published survey sources.
- Collect market data from published survey sources using data cuts from public, private, local, state and regional sources.

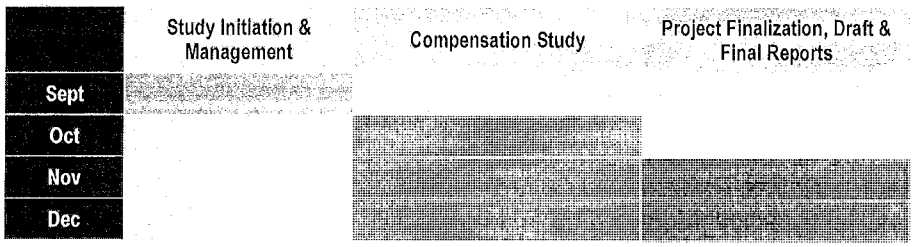
The following activities will be performed on all data:

- Comprehensive internal salary relationship analysis of data to ensure the structure is internally equitable and externally competitive.
- Competitive analysis of market data (salary, benefits, and pay practices) performed.
- Diagnostic review of current salary structures conducted to identify opportunities for simplification, reduction in pay compression.
- Recommended pay structure developed or existing structures updated (includes 1 revision if requested).
- Internal review conducted and consolidated feedback provided by The City. The City approves the updates to the pay plan(s) and other recommendations and implementation options.
- Provide The City with up to three (3) transition options, recommendations and next steps/ongoing maintenance

©2022 Arthur J. Gallagher & Co. All rights reserved. Rev. 07.08.2021

From this process, we will develop a draft and final report in a Powerpoint format for delivery and presentation to the City. The report can be presented to the leadership, council, and employees as necessary. Below is the timeline and cost for the project.

Schedule / Period of Performance:
Project Timeline



Fees & Expenses:

Phase	Fees
Study Initiation & Management *Including ongoing project meetings and virtual employee presentation*	$3,500
Phase 3: Compensation Study *Including update of previous published survey data and local custom survey of 10-15 participants and 30 benchmark jobs.*	$17,500
Phase 4: Project Finalization, Draft and Final Reports *Virtual presentation of results and final report documents in MS Excel and Powerpoint final report.*	$3,500
TOTAL COST: $24,500	

Key Assumptions: n/a

Special Requirements: n/a

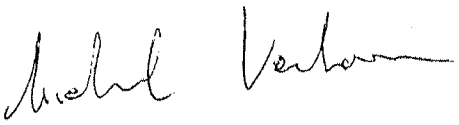
The terms and conditions contained in this Project Assignment constitute the parties' complete understanding and agreement relating to the subject matter hereof. Notwithstanding anything to the contrary in the Agreement or elsewhere, in the event of a conflict between this Project Assignment and the Agreement, the Agreement will control. No other terms and conditions, beyond those contained herein, will be valid unless mutually agreed to by Client and Gallagher in a writing signed by authorized representatives of each party.

©2022 Arthur J. Gallagher & Co. All rights reserved. Rev. 07.08.2021

Gallagher

Insurance | Risk Management | Consulting

ACCEPTED AND AGREED:

Client:		**Gallagher Benefit Services, Inc.**	
By:		**By:**	
Name:		**Name:**	Michael Verdoorn
Title:		**Title:**	Managing Principal
Date:		**Date:**	September 19, 2022
Address:		**Address:**	1600 Utica Avenue, Suite 450
			St. Louis Park, MN 55416

©2022 Arthur J. Gallagher & Co. All rights reserved. Rev. 07.08.2021

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

JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION			
Approval of Transportation Project Plat for the reconstruction of Stewart Avenue from 72nd Avenue to 48th Avenue			
Committee Action:	CISM: Approved 5-0 Plan: Approve 6-0		
Fiscal Impact:	Acquisition costs estimated at $150,000		
File Number:	22-0912	**Date Introduced:**	September 27, 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, Stewart Avenue functions as a major arterial street and is used by many regional and local travelers; and

WHEREAS, at the direction of your Capital Improvements and Street Maintenance Committee, EMCS has prepared a Transportation Project Plat in accordance with the approved design layout; and

WHEREAS, your Capital Improvements and Street Maintenance Committee discussed the Transportation Project Plat for Stewart Avenue from 72nd Avenue to 48th Avenue at its meeting on September 8, 2022 and recommends approval; and

WHEREAS, your Plan Commission discussed the Transportation Project Plat for Stewart Avenue from 72nd Avenue to 48th Avenue at its meeting on September 20, 2022 and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau:

1. That the City of Wausau hereby determines it is necessary for public corner improvements, drainage, grading, and to that end it is necessary and a public purpose to acquire fee simple title or easements to the property interests in question, either by donation or acquisition.
2. That to properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the street designated on the Transportation Project Plat attached, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the Transportation Project Plat for the above project; that to effect this change, pursuant to authority granted under Section 32.05 and 32.07 of the Wisconsin Statutes, the Common Council of the City of Wausau orders that:
    a. The said streets are laid out and established to the lines and widths as shown on the Transportation Project Plat.
    b. The required lands or interests in lands as shown on the Transportation Project Plat and described on plat sheet numbers 4.01 through 4.09 shall be acquired by eminent domain if necessary; and
3. That the City Clerk is hereby directed to file a copy of this Transportation Project Plat with the County Clerk of Marathon County.

Approved:

_____

Katie Rosenberg, Mayor

Time and Date:	The Plan Commission met on Tuesday, September 20, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.
Members Present:	Sarah Watson, Dawn Herbst, Bruce Bohlken, Andrew Brueggeman, George Bornemann. Eric Lindman (arrived at 5:01 p.m.)
Others Present:	Brad Lenz, William Hebert, Andrew Lynch, Melissa Engen, Steven Severson, Brandan Benzing, Ruth Macak, Derek Nelson, Diane Nutter, Brittany Haugen, Steve Miller

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

Bruce Bohlken called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on Transportation Project Plat for Project 6999-09-02, Stewart Avenue, 72nd Avenue to 48th Avenue.

Lindman said that this is for a DOT project that is scheduled for 2024. It outlines where the city needs to purchase easements.

Brueggeman motioned to approve the Transportation Project Plat for Project 6999-09-02, Stewart Avenue, 72nd Avenue to 48th Avenue. Bornemann seconded.

Watson asked if the $150,000 would be out of the budget. Lindman said that this would be the city portion and would be out of TID.

The motion carried unanimously 6-0.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Andrew Lynch, Tom Kilian, Lori Wunsch

Discussion and possible action on Transportation Project Plat for Project 6999-09-02, Stewart Avenue, 72nd Avenue to 48th Avenue

This Transportation Project Plat was completed by EMCS. During design they identified properties that need a TLE, PLE and a few small right-of-way acquisitions to complete the project. Approving the plat allows the real estate consultant to start negotiations.

Larson asked which side of the road would get hit the most. He noted that West Side Auto is close to the road; taking 10 to 15 feet off that side of the road would hurt their business. Other businesses would be in the same predicament. Wesolowski said there are not a lot of permanent takings. The most significant is on the far west end near the Crime Lab and FedEx to construct ditches for stormwater. Most are TLE's; there is not a huge taking on any parcel. TLE's are for a couple of feet of property for the length of the lot. We are not taking any parcels in full and there is no relocation. These are simply strip takings.

Rasmussen said TLE's are made to access properties during construction and restore it after. If this is approved, the real estate firm negotiates with property owners. If there is an unnecessary encumbrance upon a business, that would be flushed out. Lindman added that most would be on the Nominal Payment Parcel Report because they are small. There are a couple where we will be restoring blacktop and some small pieces have permanent takings. Offers would be presented to Finance, Finance would approve making offers, and costs would come back if there are any negotiations.

Rasmussen moved to approve. Gisselman seconded.

Gisselman asked about bike and pedestrian accommodations. Wesolowski said the current design has bike lanes on both sides of the road plus a 10' wide multiuse path on the north side. Wesolowski added that some parcels are in the Town of Stettin. This would only approve the parcels in the City of Wausau. The Town of Stettin is taking their parcels to the Town Board.

Henke mentioned Whiskey River. Wesolowski said Whiskey River will be impacted because some of their parking is in the right-of-way. There will be curb and gutter installed, and Whiskey River will have a defined driveway onto Stewart Avenue.

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

Agenda Item No.
8

STAFF REPORT TO CISM COMMITTEE – September 8, 2022

AGENDA ITEM

Discussion and possible action on Transportation Project Plat for Project 6999-09-02, Stewart Avenue, 72nd Avenue to 48th Avenue

BACKGROUND

The Transportation Project Plat (TPP) has been established by EMCS, the City's consultant for the reconstruction of Stewart Avenue from 72nd Ave to 48th Ave. The plat shows areas where temporary limited easements, permanent limited easements and fee purchases will be necessary to complete the project. This TPP will be used to purchase the appropriate right-of-way needs.

FISCAL IMPACT

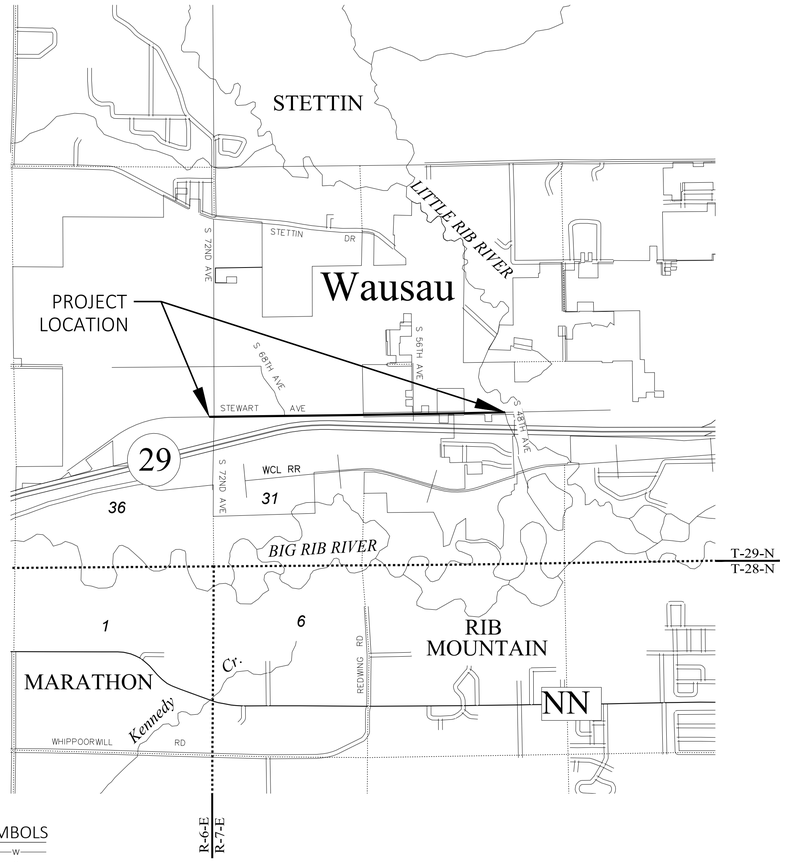
The fiscal impact to acquire the parcels identified in the TPP is estimated at $150,000.

STAFF RECOMMENDATION

Staff recommends approving the Transportation Project Plat.

Staff contact: Allen Wesolowski 715-261-6762

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROJECT PLAT TITLE SHEET
6999-09-02
C WAUSAU, STEWART AVENUE
S 72ND AVENUE TO S 48TH AVENUE
LOC STR
MARATHON COUNTY



LAYOUT
SCALE 0 2,000 FT.

CONVENTIONAL SYMBOLS

SECTION LINE
QUARTER LINE
SIXTEENTH LINE
NEW REFERENCE LINE
NEW R/W LINE
EXISTING R/W OR HE LINE
PROPERTY LINE
LOT, TIE & OTHER MINOR LINES
SLOPE INTERCEPT
CORPORATE LIMITS
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC) — W (TYPE)
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)
TEMPORARY LIMITED EASEMENT AREA
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)
TRANSMISSION STRUCTURES
BUILDING — TO BE REMOVED
BRIDGE — CULVERT

SECTION CORNER SYMBOL (18 / 23 24 26 25 / 9)
SECTION CORNER MONUMENT
GEODETIC SURVEY MONUMENT
SIXTEENTH CORNER MONUMENT
SIGN
R/W MONUMENT (TO BE SET)
NON-MONUMENTED R/W POINT
FOUND IRON PIN (1-INCH UNLESS NOTED) IP
OFF-PREMISE SIGN (#1-25)

	COMPENSABLE	NON-COMPENSABLE
ELECTRIC POLE	■	□
TELEPHONE POLE	●	○
PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	◆	◇

ACCESS RESTRICTED BY ACQUISITION
NO ACCESS (BY STATUTORY AUTHORITY)
ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
NO ACCESS (NEW HIGHWAY)

PARCEL NUMBER 25 — UTILITY NUMBER 40
PARALLEL OFFSETS

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CERTIFIED SURVEY MAP	CSM	RIGHT	RT
CONCRETE	CONC	RIGHT OF WAY	R/W
COUNTY	CO	SECTION	SEC
COUNTY TRUNK HIGHWAY	CTH	SEPTIC VENT	SEPV
DISTANCE	DIST	SQUARE FEET	SF
CORNER	COR	STATE TRUNK HIGHWAY	STH
DOCUMENT NUMBER	DOC	STATION	STA
EASEMENT	EASE	TELEPHONE PEDESTAL	TP
EXISTING	EX	TEMPORARY LIMITED EASEMENT	TLE
GAS VALVE	GV	TRANSPORTATION PROJECT PLAT	TPP
GRID NORTH	GN	UNITED STATES HIGHWAY	USH
HIGHWAY EASEMENT	HE	VOLUME	V
IDENTIFICATION	ID		
LAND CONTRACT	LC		
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ /DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES	OH
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SAN
STORM SEWER	SS
ELECTRIC TOWER	☒

THE NOTES,CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 6999-09-02

NOTES:

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

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY ¾" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

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

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE TPP DETAIL PAGES.

PROJECT NUMBER 6999-09-02 - 4. 01
SHEET 2 OF 2
AMENDMENT NO:

FILE NAME : P:\53XX\5340.DP.21.STEWARTAVE.MAR\CADDS\69990972\SHEETSPLAN\TPP\040100-RP.DWG
LAYOUT NAME: 01
PLOT DATE : 9/16/2015 3:04 PM PLOT BY : DREW NELSON PLOT NAME : _____

6999-09-02-4.01

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

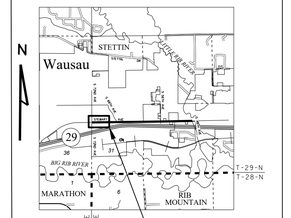
THAT PART OF LOT 1 OF CSM 4281, PART OF OUTLOT 1 OF CSM 12575, PART OF LOT 1 OF CSM 4787 AND PART OF LOT 1 OF CSM 4767 LOCATED IN PART OF THE N1/2 OF THE FRACTIONAL NW1/4, PART OF PARCEL 4 OF CSM 6176, PART OF LOT 1 OF CSM 609, PART OF LOT 1 OF CSM 250, PART OF LOTS 1 AND 2 OF CSM 9120, PART OF LOT 1 OF CSM 4168 AND PART OF LOT 1 OF 393 LOCATED IN PART OF THE S1/2 OF THE FRACTIONAL NW1/4, ALL IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

LOCATION SKETCH NOT TO SCALE



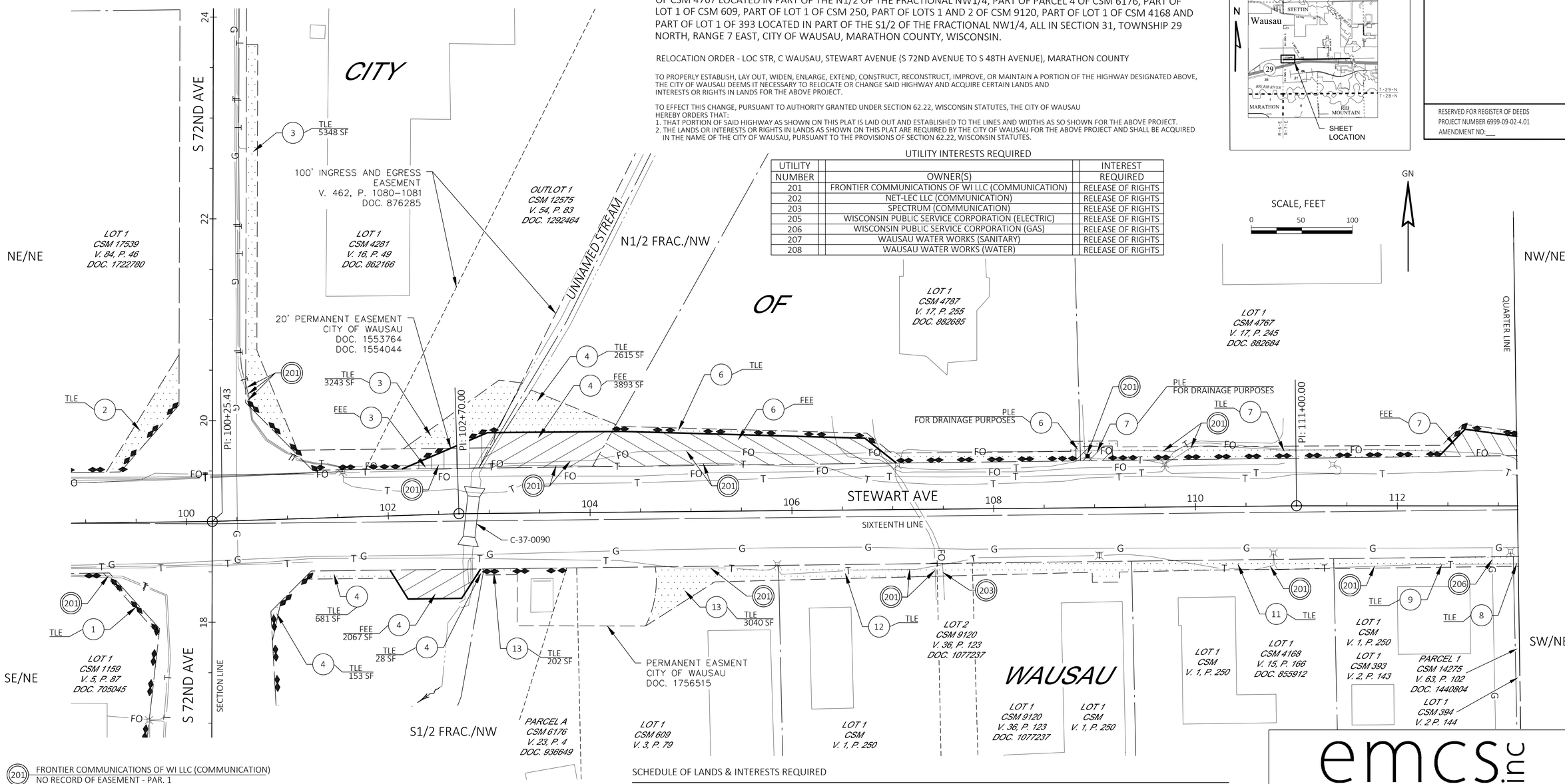
RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.01
AMENDMENT NO:___

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
202	NET-LEC LLC (COMMUNICATION)	RELEASE OF RIGHTS
203	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
205	WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS
207	WAUSAU WATER WORKS (SANITARY)	RELEASE OF RIGHTS
208	WAUSAU WATER WORKS (WATER)	RELEASE OF RIGHTS

SCALE, FEET
0 50 100

GN



(201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
NO RECORD OF EASEMENT - PAR. 1
VOL. 66 PG. 561 DOC. 604190 - PAR. 2, 3, 4, 6 & 7
VOL. 155 PG. 286 DOC. 645939 - PAR 9
VOL. 155 PG. 604 DOC. 646161 - PAR 11, 12 & 13
VOL. 158 PG. 567 DOC. 647598 - PAR. 8
VOL. 440 PG. 101 DOC. 859525 - PAR. 13
VOL. 578 PG. 187 DOC. 959612 - PAR. 7

(202) NET-LEC LLC (COMMUNICATION)
DOC. 1607184 - PAR 12

(203) SPECTRUM (COMMUNICATION)
NO RECORD OF EASEMENT - PAR. 12

(205) WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)
DOC. 1770320 - PAR 13

(206) WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
NO RECORD OF EASEMENT - PAR. 9

(207) WAUSAU WATER WORKS (SANITARY)
DOC. 1756515 - PAR 13

(208) WAUSAU WATER WORKS (WATER)
DOC. 1756515 - PAR 13

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED NEW	R/W SF REQUIRED EXISTING	R/W SF REQUIRED TOTAL	PLE SF	TLE SF
1	MARATHON COUNTY, A WISCONSIN MUNICIPAL CORPORATION	TLE	---	---	---	---	355
2	APOGEE WAUSAU GROUP, INC., A WISCONSIN CORPORATION	TLE	---	---	---	---	2264
3	KINGSPAN LIGHT & AIR LLC, A DELAWARE LIMITED LIABILITY COMPANY	FEE/TLE	1556	---	1556	---	8591
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	5960	---	5960	---	3477
6	BADGER HOUSING ASSOCIATES III, A WISCONSIN CO-PARTNERSHIP	FEE/PLE/TLE	8254	---	8254	63	3247
7	OSHCON CORPORATION, A WISCONSIN CORPORATION	FEE/PLE/TLE	1521	---	1521	455	4586
8	WTH 9, LLC, A WISCONSIN LIMITED LIABILTY COMPANY	TLE	---	---	---	---	47
9	BRIAN LUEDTKE PROPERTIES, LLC. A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	---	---	1746
11	INDUSTRIAL TOWEL AND UNIFORM, INC., A WISCONSIN CORPORATION	TLE	---	---	---	---	1997
12	RUTH A. VAN ERT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY	TLE	---	---	---	---	4622
13	DP REAL ESTATE LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	---	---	3242

emcs.inc

I,KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE:

PRINT NAME: KEVIN C. BOYER

REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE:

PRINT NAME:

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

PLOT DATE : 8/24/2022 12:34 PM PLOT BY : DREW NELSON PLOT NAME : PLOT SCALE : _____

6999-09-02-4.01

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.02

THAT PART OF LOT 1 OF CSM 14700 AND PART OF LOT 1 OF CSM 809 LOCATED IN PART OF THE NW1/4 OF THE NE1/4, THAT PART OF PARCEL 1 OF CSM 14275, PART OF LOT 1 OF CSM 3510 AND PART OF LOT 1 OF CSM 394 LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALL IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

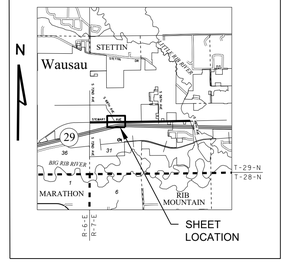
SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED NEW	EXISTING	TOTAL	TLE SF
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	4066	---	4066	559
8	WTH 9, LLC, A WISCONSIN LIMITED LIABILTY COMPANY	FEE/TLE	406	---	406	3088
14	DUQUAINE DEVELOPMENT INC., A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	6114	---	6114	3551
16	GENERAL TELEPHONE COMPANY OF WISCONSIN, A WISCONSIN CORPORATION	FEE/TLE	1219	---	1219	567

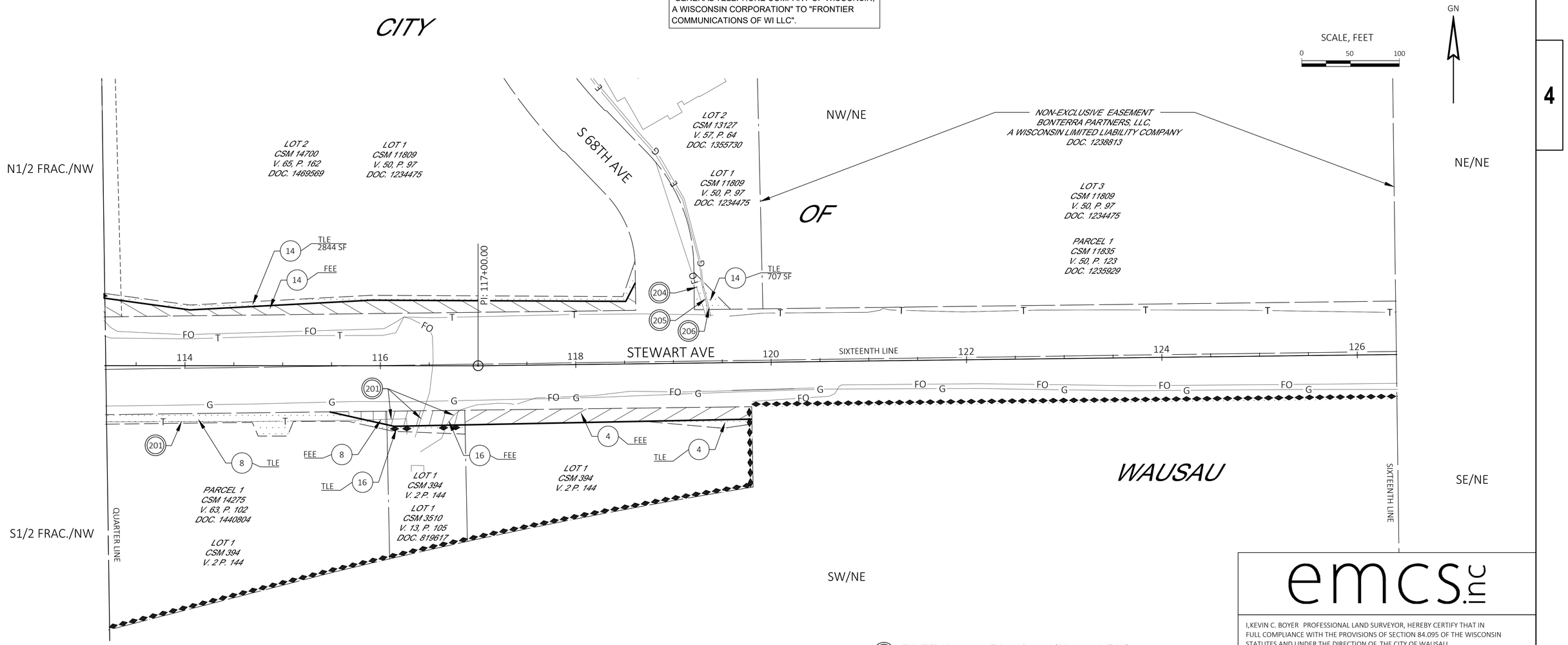
PRELIMINARY DESIGN NOTE
CONFIRM IF PARCEL 16 WAS TRANSFERRED FROM "GENERAL TELEPHONE COMPANY OF WISCONSIN, A WISCONSIN CORPORATION" TO "FRONTIER COMMUNICATIONS OF WI LLC".

LOCATION SKETCH NOT TO SCALE



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.02
AMENDMENT NO:___

4



ALL TLES ARE FOR SLOPE GRADING PURPOSES

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
204	TDS METROCOM LLC (COMMUNICATION)	RELEASE OF RIGHTS
205	WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS

201 FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 158 PG. 567 DOC. 647598 - PAR. 4, 8 & 16

204 TDS METROCOM LLC (COMMUNICATION)
NO RECORD OF EASEMENT - PAR. 14

205 WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)
DEED BOOK 252 PG. 122 - PAR 4, 8, 14 & 16

206 WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
NO RECORD OF EASEMENT - PAR. 14

emcs.inc

I,KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE:
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE:
PRINT NAME:

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.03

THAT PART OF PARCEL 2 OF CSM 11835 LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

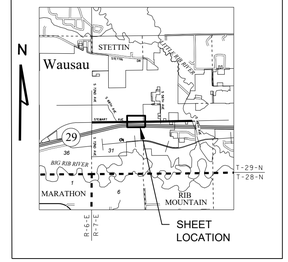
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

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

LOCATION SKETCH NOT TO SCALE



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.03
AMENDMENT NO:___

GN

SCALE, FEET
0 50 100

4

CITY

NW/NE

NE/NE

OF

LOT 3
CSM 11809
V. 50, P. 97
DOC. 1234475

PARCEL 2
CSM 11835
V. 50, P. 123
DOC. 1235929

TOWN

OF

STETTIN

4

OUTLOT 1
CSM 11809
V. 50, P. 97
DOC. 1234475

NW/NW

UNNAMED OPEN WATER

FEE 17

TLE 17

PI: 129+00.00

STEWART AVE

128 130 SIXTEENTH LINE 132 134 136 138 140

SIXTEENTH LINE

SECTION LINE

SW/NE

SE/NE

SW/NW

WAUSAU

ALL TLES ARE FOR SLOPE GRADING PURPOSES

emcs.inc

I,KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE:

PRINT NAME: KEVIN C. BOYER

REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE:

PRINT NAME:

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.04

THAT PART OF THE SW1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST,
CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

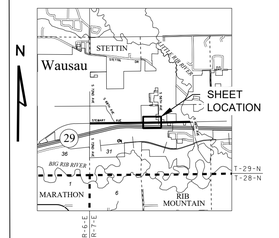
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL		INTERESTS	TLE
NUMBER	OWNERS	REQUIRED	SF
18	JEFF P. WEBSTER AND LISA R. TESKE, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY	TLE	703
19	MARGARET E. SCHLAIS TRUST DATED NOVEMBER 21, 2003	TLE	2038

LOCATION SKETCH NOT TO SCALE



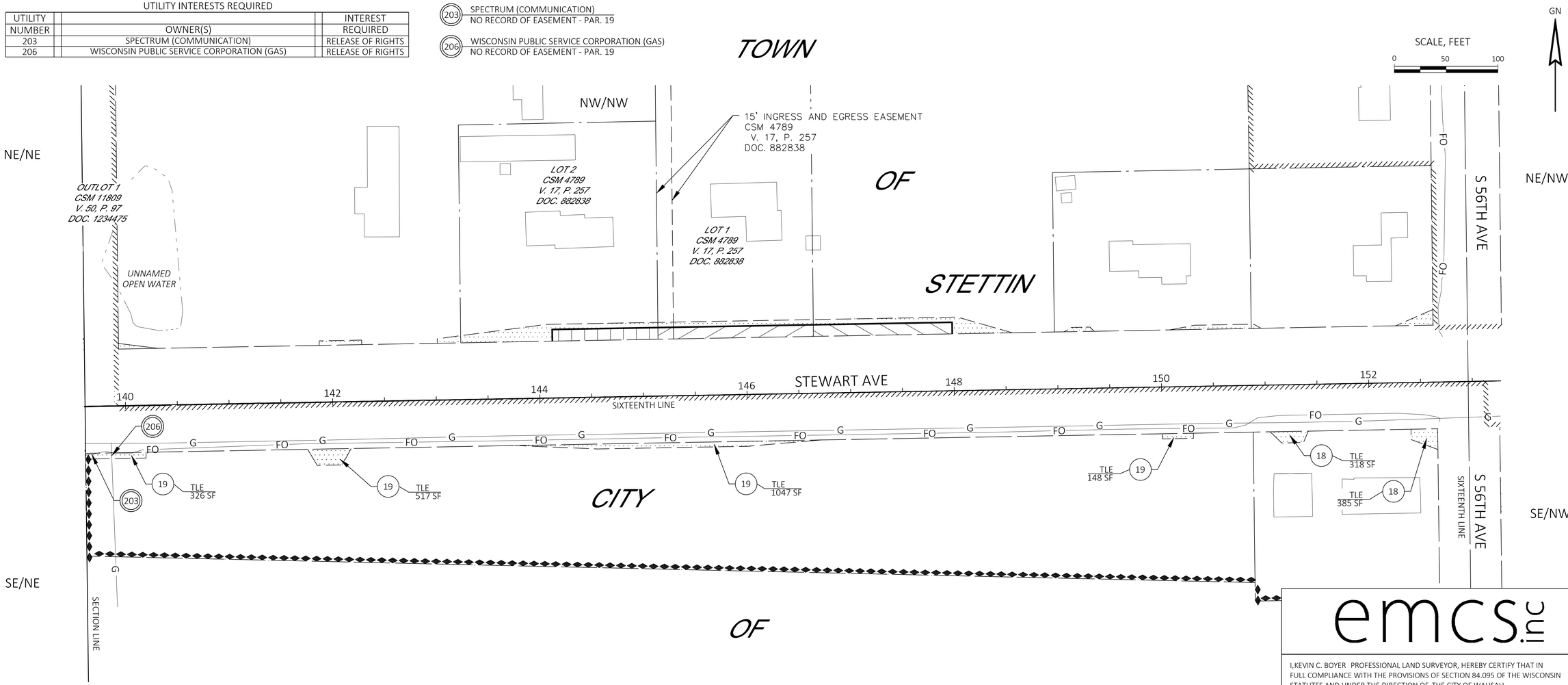
RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.04
AMENDMENT NO:___

UTILITY INTERESTS REQUIRED

UTILITY		INTEREST
NUMBER	OWNER(S)	REQUIRED
203	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS

203 SPECTRUM (COMMUNICATION)
NO RECORD OF EASEMENT - PAR. 19

206 WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
NO RECORD OF EASEMENT - PAR. 19



ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.05 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.

emcs.inc

I,KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE:

PRINT NAME: KEVIN C. BOYER

REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE:

PRINT NAME:

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.05

THAT PART OF LOTS 1 AND 2 OF CSM 4789 LOCATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE TOWN OF STETTIN DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

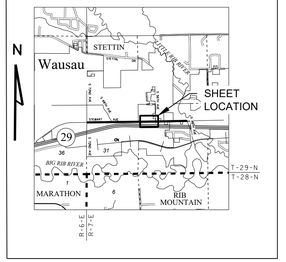
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.14(1), WISCONSIN STATUTES, THE TOWN OF STETTIN HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE TOWN OF STETTIN FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE TOWN OF STETTIN, PURSUANT TO THE PROVISIONS OF SECTION 82.14(1), WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE TOWN OF STETTIN.

PARCEL		INTERESTS	R/W SF REQUIRED			TLE
NUMBER	OWNERS	REQUIRED	NEW	EXISTING	TOTAL	SF
21	GERALDINE M. STEIF REVOCABLE TRUST OF FEBRUARY 19, 2005	TLE	---	---	---	406
22	PAUL A KNOBLOCK AND PAULA J STEIF N\K\A PAULA J KNOBLOCK, HUSBAND AND WIFE	FEE/TLE	1149	---	1149	1557
23	RODNEY J. STEIF	FEE/TLE	1683	---	1683	750
24	GERALDINE M. STEIF REVOCABLE TRUST OF FEBRUARY 19, 2005, A 50% INTEREST, AND THE STEIF FAMILY TRUST OF FEBRUARY 19, 2005, A 50% INTEREST	FEE/TLE	1497	---	1497	1178
26	EDITH M. ROSE, AS LIFE TENANT, AND JAY C. BLAHER, AS REMAINDERMAN	TLE	---	---	---	368
27	MICHAEL TRANETZKI	TLE	---	---	---	294

LOCATION SKETCH NOT TO SCALE



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.05
AMENDMENT NO:___

UTILITY INTERESTS REQUIRED

UTILITY		INTEREST
NUMBER	OWNER(S)	REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS

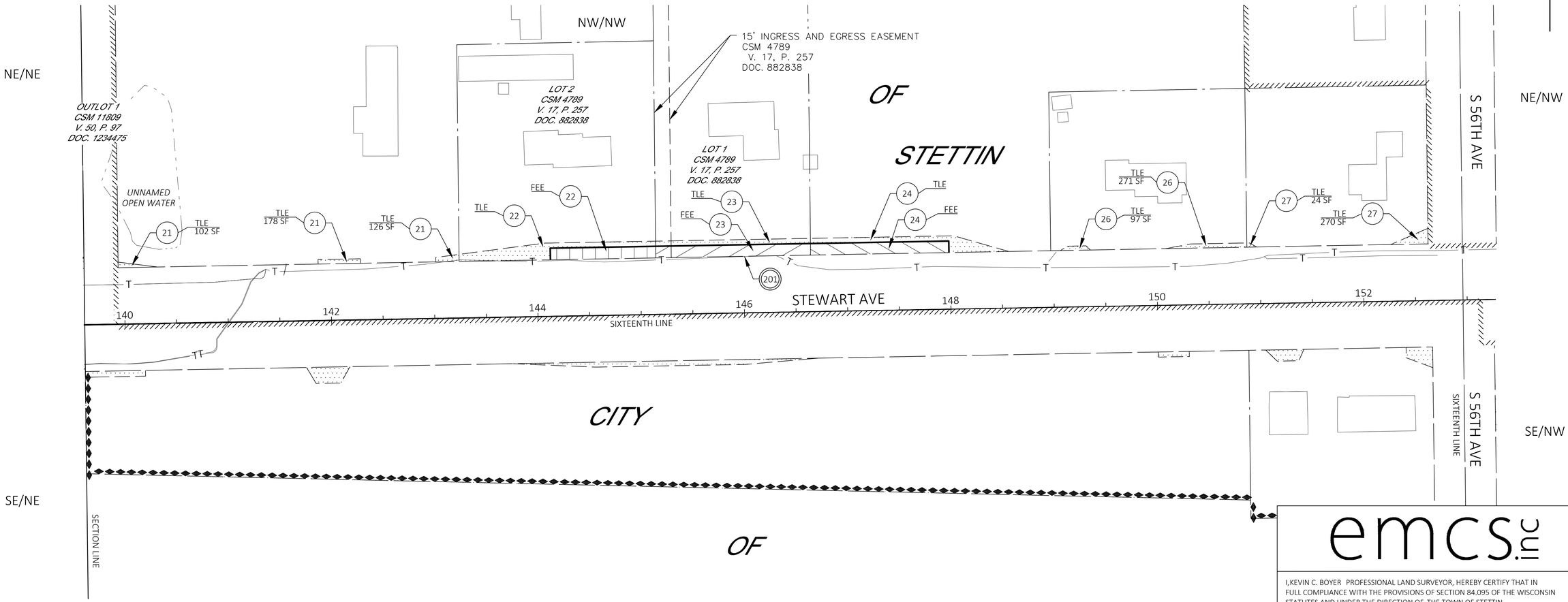
TOWN OF STETTIN

(201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 59 PG. 236 DOC. 600564 - PAR. 27
VOL. 59 PG. 240 DOC. 600568 - PAR. 21, 22, 23 & 24

SCALE, FEET
0 50 100

GN

4



ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.04 FOR INTERESTS REQUIRED IN THE CITY OF WAUSAU.

emcs.inc

I,KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE TOWN OF STETTIN I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE:
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE TOWN OF STETTIN

SIGNATURE: _____ DATE:
PRINT NAME:

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.06

THAT PART OF THE NE1/4 OF THE NW1/4 AND PART OF THE SE1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

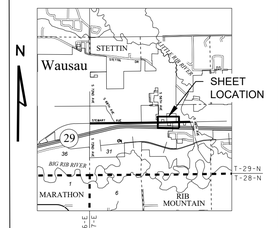
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	TLE SF
31	JOSHUA D. ZENTNER	TLE	249
33	TRAVIS VOLM	TLE	325
34	STEVEN J. KAQUATOSH	TLE	344
36	TOU XOUA YANG	TLE	203
37	ROD KLEIBER PROPERTIES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	1601
38	TODD M. WOLD, AS VENDEE BY LAND CONTRACT FROM JUANITA L. ARROWOOD, AS VENDOR	TLE	2688
41	WAUSAU HOSPITALS, INC., A WISCONSIN CORPORATION	TLE	342

LOCATION SKETCH NOT TO SCALE

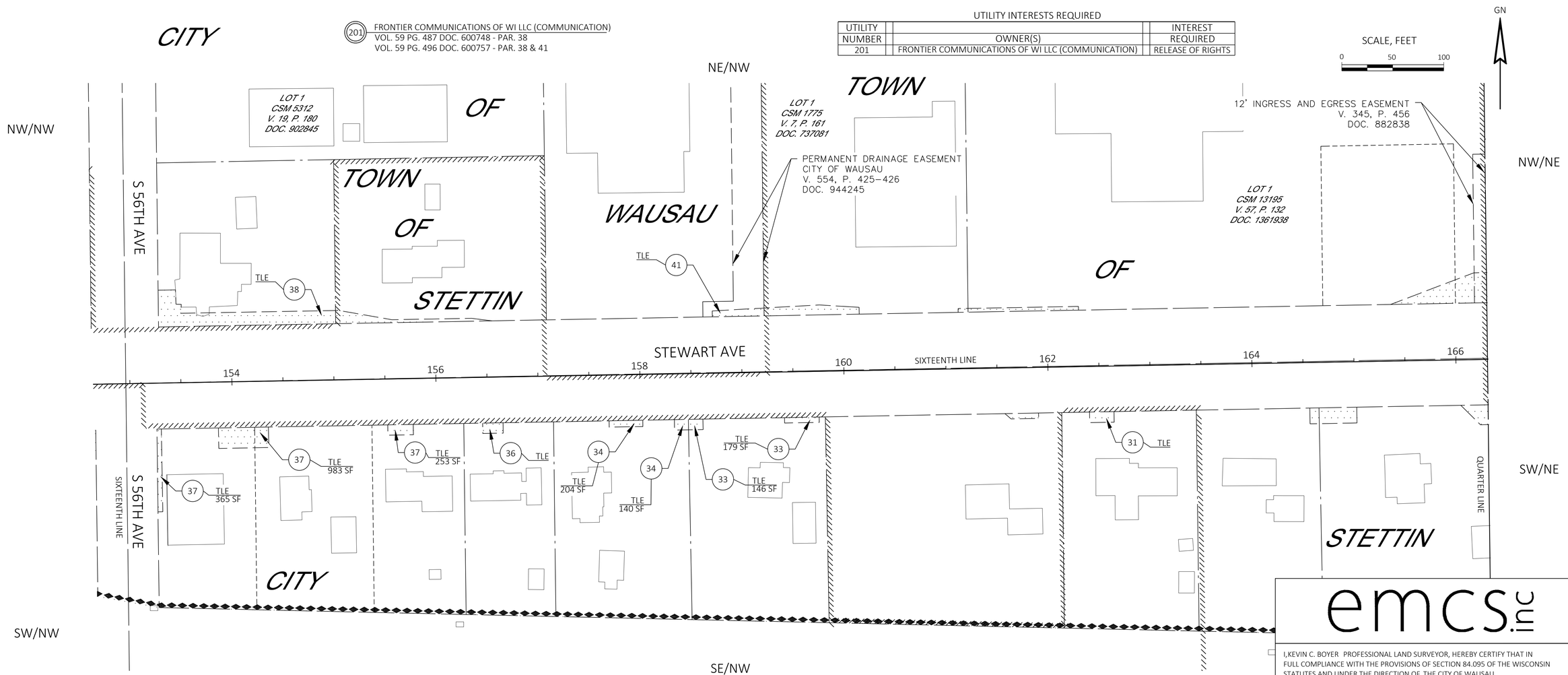


RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.06
AMENDMENT NO:___

(201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 59 PG. 487 DOC. 600748 - PAR. 38
VOL. 59 PG. 496 DOC. 600757 - PAR. 38 & 41

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS



ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.07 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.

emcs.inc

I,KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE:

PRINT NAME: KEVIN C. BOYER

REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE:

PRINT NAME:

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.07

THAT PART OF LOT 1 OF CSM 1775 AND PART OF LOT 1 OF CSM 13195 LOCATED IN PART OF THE NE1/4 OF THE NW1/4 AND THAT PART OF THE SE1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE TOWN OF STETTIN DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

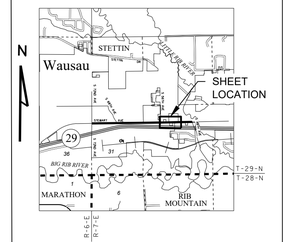
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.14(1), WISCONSIN STATUTES, THE TOWN OF STETTIN HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE TOWN OF STETTIN FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE TOWN OF STETTIN, PURSUANT TO THE PROVISIONS OF SECTION 82.14(1), WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE TOWN OF STETTIN.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	TLE SF
28	MARLENE D. SAVATKE	TLE	905
29	KORY J. KUCIREK	TLE	139
32	MAYADA TASHTOOSH	TLE	160
39	ATLAS APARTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	706
42	GB AND WAUSAU, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	830
43	5300 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	1970

LOCATION SKETCH NOT TO SCALE



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.07
AMENDMENT NO:___

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS

201 FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 59 PG. 237 DOC. 600565 - PAR. 39
VOL. 59 PG. 496 DOC. 600757 - PAR. 39, 42 & 43

SCALE, FEET
0 50 100

GN

CITY OF WAUSAU / TOWN OF STETTIN

NW/NW | NE/NW | NW/NE | SW/NW | SE/NW | SW/NE

LOT 1 CSM 5312 V. 19, P. 180 DOC. 902845

LOT 1 CSM 1775 V. 7, P. 161 DOC. 737081

LOT 1 CSM 13195 V. 57, P. 132 DOC. 1361938

PERMANENT DRAINAGE EASEMENT
CITY OF WAUSAU
V. 554, P. 425–426
DOC. 944245

12' INGRESS AND EGRESS EASEMENT
V. 345, P. 456
DOC. 882838

S 56TH AVE

SIXTEENTH LINE

QUARTER LINE

STEWART AVE

154 156 158 160 162 164 166

TLE 36 SF — 39
TLE 794 SF — 42
TLE 397 SF — 43
TLE 1573 SF — 43
TLE — 32
TLE — 29
TLE 334 SF — 28
TLE 571 SF — 28

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.06 FOR INTERESTS REQUIRED IN THE CITY OF WAUSAU.

emcs.inc

I,KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE TOWN OF STETTIN I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE:

PRINT NAME: KEVIN C. BOYER

REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE TOWN OF STETTIN

SIGNATURE: _____ DATE:

PRINT NAME:

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

PLOT DATE : 8/24/2022 12:37 PM PLOT BY : DREW NELSON PLOT NAME : PLOT SCALE :

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.08

THAT PART OF LOT 1 OF CSM 1998 AND PART OF LOT 1 OF CSM 10488 LOCATED IN PART OF THE NW1/4 OF THE NE1/4, THAT PART OF PARCEL 1 OF CSM 8889 LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALL IN SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

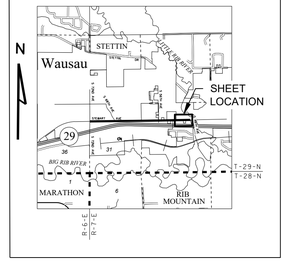
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL		INTERESTS	R/W SF REQUIRED			TLE
NUMBER	OWNERS	REQUIRED	NEW	EXISTING	TOTAL	SF
44	5108 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, CHARLES A DHIDORZI, AN 16/20 INTEREST, CHRISTOPHER J. GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, CHRISTOPHER JOHN GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, BRIAN C. GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, BRIAN CHARLES GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST	FEE/TLE	2269	---	2269	731
46	5108 STEWART AVENUE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	3793	---	3793	450
47	STEWART WOODS 5000, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	56	---	56	497
48	MAC VENTURES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	688	---	688	3884
51	4901 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	---	1804

LOCATION SKETCH NOT TO SCALE

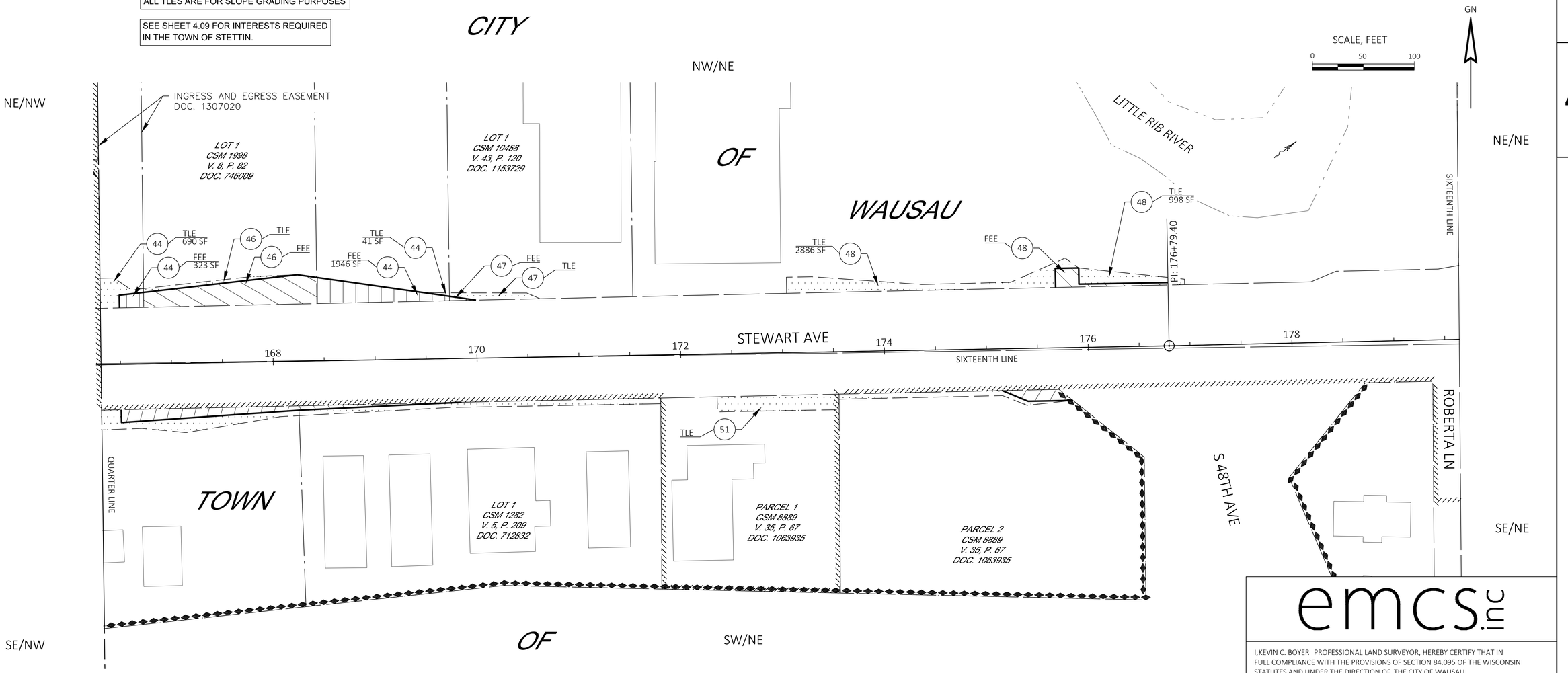


RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.08
AMENDMENT NO:___

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.09 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.

4



4

UTILITY INTERESTS REQUIRED

UTILITY		INTEREST
NUMBER	OWNER(S)	REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
207	WAUSAU WATER WORKS (SANITARY)	RELEASE OF RIGHTS
208	WAUSAU WATER WORKS (WATER)	RELEASE OF RIGHTS

(201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 59 PG. 239 DOC. 600567 - PAR. 44 & 48
VOL. 60 PG. 235 DOC. 601023 - PAR. 46 & 47

(207) WAUSAU WATER WORKS (SANITARY)
VOL. 428 PG. 212 DOC. 851158 - PAR 47

(208) WAUSAU WATER WORKS (WATER)
VOL. 36 PG. 484 DOC. 590129 - PAR 48

emcs.llc

I,KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE:

PRINT NAME: KEVIN C. BOYER

REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE:

PRINT NAME:

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.09

THAT PART OF LOT 1 OF CSM 1282 AND PART OF PARCEL 2 OF CSM 8889 LOCATED IN PART OF THE SW1/4 OF THE NE1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE TOWN OF STETTIN DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

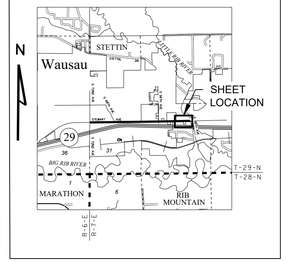
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.14(1), WISCONSIN STATUTES, THE TOWN OF STETTIN HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE TOWN OF STETTIN FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE TOWN OF STETTIN, PURSUANT TO THE PROVISIONS OF SECTION 82.14(1), WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE TOWN OF STETTIN.

PARCEL		INTERESTS	R/W SF REQUIRED			TLE
NUMBER	OWNERS	REQUIRED	NEW	EXISTING	TOTAL	SF
28	MARLENE D. SAVATKE	FEE/TLE	1474	---	1474	1949
49	4905 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	897	---	897	2808

LOCATION SKETCH NOT TO SCALE



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.09
AMENDMENT NO:___

4

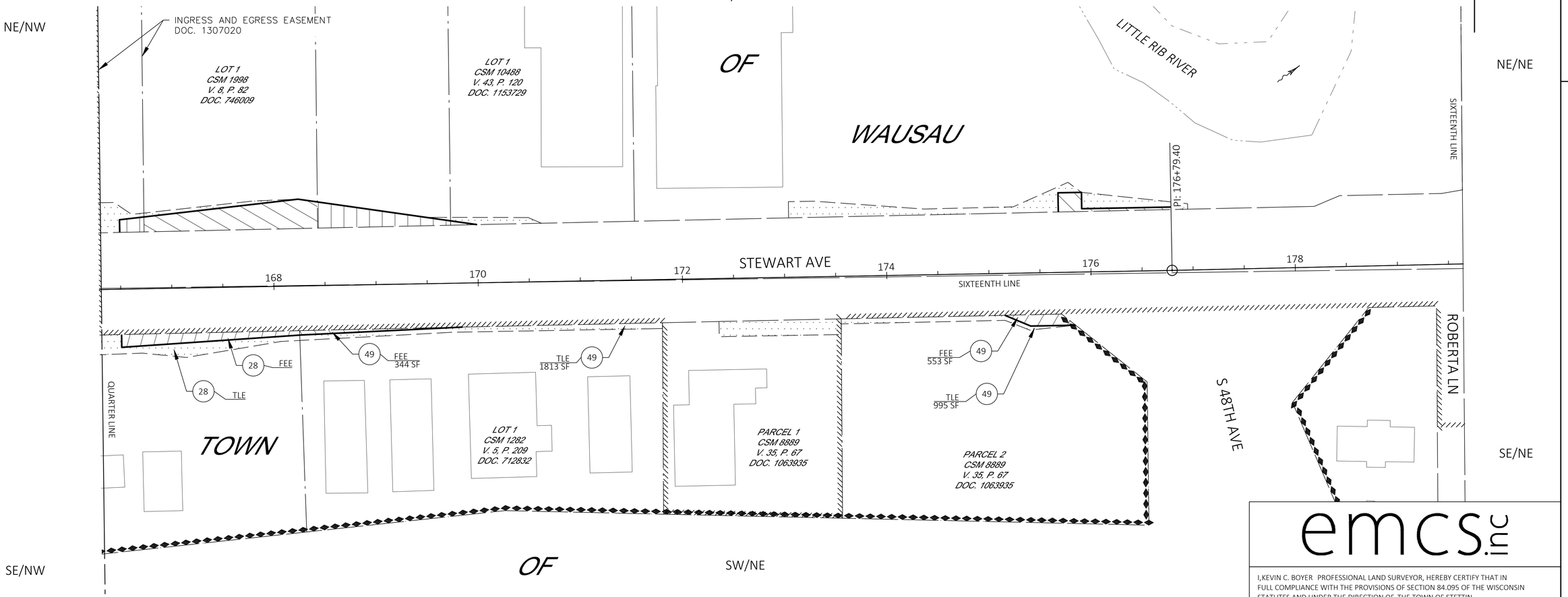
CITY OF WAUSAU

TOWN OF STETTIN

NW/NE NE/NW NE/NE SE/NW SW/NE SE/NE

GN

SCALE, FEET 0 50 100



ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.08 FOR INTERESTS REQUIRED IN THE CITY OF WAUSAU.

emcs.inc

I,KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE TOWN OF STETTIN I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE:

PRINT NAME: KEVIN C. BOYER

REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE TOWN OF STETTIN

SIGNATURE: _____ DATE:

PRINT NAME:

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for professional services related to supplemental site investigation and remedial action options report from GEI

Committee Action: *Pending*

Fiscal Impact: $29,600

File Number:	21-1109B	**Date Introduced:**	September 27, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☒No☐	
	Included in Budget:	Yes☐No☒	*Budget Source: Environmental Fund Reserves*
	One-time Costs:	Yes☒No☐	*Amount: $29,600*
	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* ☐		

WHEREAS, the City of Wausau is working cooperatively with the Wisconsin Department of Natural Resources to characterize the ground water at 1300 Cleveland Avenue; and

WHEREAS, the City received a proposal from GEI Consultants, Inc to perform supplemental site investigation and remedial action planning services as outlined in the attached proposal for a cost not to exceed $29,600; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to fund the services from the Environmental Fund Reserves:

GL Code	»	Description	Period	Amount
128	228092190	OTHER PROFESSIONAL SERVICES	09	$29,600.00
128	33429	RESERVES ENVIRONMENTAL FUND	09	-$29,600.00

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

Approved:

_____

Katie Rosenberg, Mayor

Department of Public Works

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

TO: Finance Committee

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

DATE: September 27, 2022

SUBJECT: WDNR 1300 Cleveland Supplemental Site Investigation & RAOR – Budget Modification

---

The WDNR has determined additional site investigation is required in order to adequately characterize the groundwater. The WDNR is requiring a groundwater sample from each monitoring well and the groundwater be tested for PFAS. This scope of services also includes the preparation of a Remedial Action Options Report (RAOR). The proposal from GEI for the completion of the additional site investigation work and preparing the RAOR is attached for your review and the total cost of the work is $29,600. Funding is proposed to come from the environmental fund.

Staff recommends approval of the budget modification for completion of the proposed work to continue to move towards closure of this site.

GEI Consultants

Consulting Engineers and Scientists

September 26, 2022

VIA EMAIL: eric.lindman@ci.wausau.wi.us

Mr. Eric Lindman
Director of Public Works & Utilities
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

Re: Proposal for Supplemental Site Investigation and Remedial Action Planning Services, Wausau Business Incubator (Former), 1300 Cleveland Avenue, Wausau, Wisconsin 54403 – WDNR BRRTS# 02-37-587081

Dear Mr. Lindman,

GEI Consultants, Inc. (GEI) has prepared this proposal to outline a scope, cost, and schedule for supporting the City of Wausau (City or Client) with Supplemental Site Investigation (SI) and Remedial Action Planning services related to the Wausau Business Incubator (Former) site at 1300 Cleveland Avenue in the City of Wausau, Marathon County, Wisconsin (the "site"). The site is being investigated under the Wisconsin Department of Natural Resources (WDNR's) Bureau for Remediation and Redevelopment Tracking System (BRRTS) No. 02-37-587081.

GEI, on behalf of the City, previously completed an SI and documented the results in a Site Investigation Report (SIR) that was issued to the WDNR on February 15, 2022. The WDNR subsequently reviewed and provided comments on the SIR in a letter dated April 28, 2022. The WDNR generally agreed with GEI's conclusions presented in the SIR that the degree and extent of soil and groundwater impacts had been adequately defined at the site. However, because Per-and Polyfluoroalkyl Substances (PFAS) were detected in soil at the site, albeit below the only Wisconsin public health standards currently established for PFAS in soil (industrial and non-industrial direct contact), the WDNR concluded that collection of additional groundwater samples for laboratory analysis of PFAS from existing monitoring well locations SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R was necessary to characterize the potential risks to groundwater related to PFAS concentrations detected in soil. The WDNR concluded that at this time, additional sampling for PFAS in soil is not required.

Consistent with our correspondence on August 10, 2022, we understand that you have requested a proposal for labor, expenses, and subcontractor costs to:

- Collect one round of groundwater samples from the five existing groundwater monitoring wells (SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R) for laboratory analysis of PFAS;
- Prepare a letter for submittal to the WDNR that summarizes the results of groundwater sampling for PFAS;
- Collect a second round of groundwater samples from the five existing groundwater monitoring wells for laboratory analysis of PFAS (contingency should the initial samples reveal PFAS detections and the WDNR request an additional round of sampling);

GEI Consultants, Inc.
3159 Voyager Drive, Green Bay, WI 54311
920.455.8200

- Prepare a second letter for submittal to the WDNR that summarizes the results of the second groundwater sampling event for PFAS (contingency should the initial samples reveal PFAS detections and the WDNR request an additional round of sampling);
- Abandon the existing groundwater monitoring wells following receipt of correspondence from the WDNR indicating that groundwater conditions have been adequately characterized and the monitoring wells can be abandoned;
- Prepare a Remedial Action Options Report (ROAR) for submittal to the WDNR that presents potential remedies, and provides an opinion on a preferred remedy to address contaminants detected above regulatory standards at the site; and
- Participate in one Committee of the Whole Meeting (COTW) to present the SI results and potential pathways for obtaining regulatory closure of the BRRTS case.

Following submittal of the RAOR, we anticipate subsequent Change Orders/Proposals being submitted to complete supplemental activities that will be necessary to pursue regulatory closure at this site, including remedial action planning, remedial action documentation, submittal of a case closure request, participation in additional meetings with the COTW and/or WDNR, and amendment of regulatory case closure documents to reflect site conditions following site redevelopment, as appropriate.

Scope of Services

Task 1 – Initial PFAS Groundwater Sampling and Reporting

GEI will visit the site to collect groundwater samples from existing monitoring wells SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R. We anticipate the site visit being completed between mid-September and mid-October 2022, within approximately three to six weeks after receiving a signed contract for these services. Prior to collecting groundwater samples, GEI will gauge the wells with a water level meter to obtain data necessary for preparation of a groundwater contour map. Prior to its first use at the site, the water level meter tape will be decontaminated by washing with a solution of water and Alconox detergent, rinsing with potable water, and then triple rinsing with PFAS-free water obtained from an analytical laboratory (Pace Analytical Services – Green Bay, WI [Pace]). For quality assurance/quality control (QA/QC) purposes, a sample of the final PFAS-free rinsate from the water level tape will be collected for laboratory analysis and labeled as "Equipment Blank – Water Level Tape." Before its use at each subsequent well location, the water level tape will be decontaminated as described above; however, a QA/QC sample will only be collected from the first well location.

After obtaining water level measurements, GEI will purge the wells with new disposable bailers constructed of polyvinyl chloride (PVC) affixed to a length of nylon, polypropylene, or cotton rope/twine, all of which are materials considered to be compatible with PFAS sampling. Although QA/QC samples of disposable sampling equipment are not required by Chapter NR 716, Wisconsin Administrative Code, we propose to triple rinse one disposable bailer with PFAS-free water before its initial use at one well location and collect a sample of the final PFAS-free rinsate for laboratory analysis (labeled as "Equipment Blank – Bailer").

Per WDNR guidance, at least four well volumes of water will be purged from the wells before collecting analytical samples for laboratory analysis. Based on well construction information and water levels measured during the SI, we anticipate up to six gallons of purge water being removed from each well prior to sampling. Purge water will be collected in 5-gallon capacity buckets and then transferred into a 55-gallon capacity steel drum (provided by GEI) for temporary storage onsite

pending analytical results. Following purging, a groundwater sample for laboratory analysis will be collected from each well with the same bailer used for purging. To satisfy Chapter NR 716 QA/QC requirements, a replicate/duplicate groundwater sample will be collected at one of the monitoring well locations for laboratory analysis (labeled with a suffix of "(Dup)."

All QA/QC and groundwater samples will be placed in analytical containers provided by the laboratory (Pace), stored on ice, and submitted under chain-of-custody (COC) control to Pace for laboratory analysis of WDNR's list of 33 PFAS compounds using the Isotope Dilution method. Sample analysis will be completed using standard turnaround times, which is anticipated to be approximately 3 to 4 weeks from the date of sample receipt.

After receipt of the laboratory analytical results, GEI will prepare a brief letter report to summarize the groundwater sampling procedures and analytical results. The report will include the laboratory analytical report and updated versions of Table A.1., Table A.6., and Figure B.3.c., and if appropriate, a new figure titled Identified Groundwater Impacts (PFAS). We anticipate a draft letter report being issued for City review within approximately two weeks following receipt of the analytical results. Following receipt and reconciliation of City comments on the draft report, a final report will be prepared and issued to the WDNR for their consideration.

Task 2 – Supplemental PFAS Groundwater Sampling and Reporting (Contingency)

GEI has included a contingency for a second round of PFAS groundwater sampling and reporting should the WDNR, upon their review of the letter report summarizing the initial PFAS groundwater sampling event, request additional data to better characterize groundwater conditions at the site. We assumed that activities and costs associated with this task will be identical to those outlined for Task 1, with the sampling occurring approximately 90 to 120 days after the initial event. If the second round of sampling occurs in winter, we have assumed snow removal will not be necessary to access the wells for sampling.

Task 3 – Investigative Waste Management

Following receipt of groundwater analytical results, GEI will seek approval from the City's publicly owned wastewater treatment facility (WWTF), and concurrence from the WDNR, for disposal of monitoring well purge water (up to 110 gallons contained in two 55-gallon capacity drums) at the WWTF. We have assumed WWTF staff will load and haul the drums to the WWTF using vehicles licensed in Wisconsin for waste hauling, meter-in/dispose of the well purge water through the WWTF, and issue waste receipt/disposal documentation to GEI for those services. We anticipate each drum being transported to/disposed at the WWTF within approximately 45 to 60 days after each sampling event, subject to availability of WWTF staff and trucking. We will coordinate with the WWTF so that GEI can attend and document the removal of purge water drums from the site. If analytical results preclude the WWTF from accepting the purge water for disposal, or if the WWTF is unable to transport the drums to the WWTF, GEI can issue a change order to assist the City with evaluation of disposal and/or transportation alternatives. Based on recent correspondence with Mr. Ben Brooks, Wausau Waterworks – Wastewater Superintendent, we understand that neither GEI nor another City Department will be charged by the WWTF for loading, hauling, or disposal of purge water at the WWTF. GEI has also assumed that there will be no third-party fees required to obtain approval for purge water disposal at the WWTF.

Task 4 – Monitoring Well Abandonment

After receiving correspondence from the WDNR indicating that groundwater conditions have been adequately characterized at the site and the monitoring wells can be abandoned, GEI will retain a drilling/probing subcontractor to abandon the five existing monitoring wells in

accordance with Chapter NR 141, Wisconsin Administrative Code. GEI will coordinate and be present to document completion of these activities. Following abandonment, we will prepare a Well/Drillhole/Borehole Abandonment form (WDNR Form 3300-5) for each well and submit the forms to the WDNR via an email transmittal to document the well abandonments.

Task 5 – RAOR

After completion of Task 4, GEI will prepare a RAOR in general accordance with the requirements of Chapter NR 722, Wisconsin Administrative Code. The RAOR will include a summary of the BRRTS case history, including known subsurface impacts above regulatory standards; an evaluation of potential remedial action options using criteria such as short- and long-term effectiveness, implementability, restoration timeframe, and economic feasibility; discussion of administrative and/or engineering controls and continuing obligations that may be necessary to address residual contamination after implementation of remedial actions; and the selection of a remedial action that in our opinion, and with agreement from the City, represents the most appropriate technically and economically feasible option for the site at the time of RAOR preparation. Based on our prior communications, we understand the RAOR is likely to be prepared prior to the selection of an end use for the site. Accordingly, we have assumed the RAOR will focus on a combination of capping and contaminant mass removal to pursue a non-industrial land use closure without consideration for a specific redevelopment plan. If consideration of more than one end use (e.g., industrial) or specific redevelopment plans are required, additional costs will be incurred. Prior to the selection of a remedial action, we anticipate a call and/or virtual meeting with you to discuss potential remedial approaches and their implementation and timing. We anticipate the draft RAOR being submitted for City review within approximately four to six weeks following completion of Task 4. Following receipt and reconciliation of City comments on the draft RAOR, a final RAOR will be prepared and issued to the WDNR for consideration.

Task 6 – City and WDNR Correspondence/Virtual Meetings

We anticipate that, in addition to the deliverables submitted to the City for review and to the WDNR for consideration, further email or telephone correspondence and/or virtual meetings between the City, GEI, and/or WDNR will be required to facilitate completion of these services. Accordingly, we propose establishing a budget for up to four hours each for Mr. Mike DeBraske and Mr. Roger Miller of GEI to further communicate and/or participate in virtual meetings with the City and/or WDNR regarding groundwater sampling results, proposed site redevelopment plans, and proposed remedial actions to pursue regulatory closure of the BRRTS case.

Task 7 – COTW Meeting

Per your request, GEI plans to participate in one Committee of the Whole (COTW) meeting to discuss the results of the SI, feedback received from the WDNR, and plans for remedial action. We currently anticipate that Messrs. DeBraske and Miller will both attend an in-person meeting at City Hall lasting up to 2 hours. We anticipate that tables, figures, and other information presented in the SIR and/or prepared for Tasks 1 to 5 of this proposal will be sufficient visual aides to present at the COTW meeting. In lieu of an in-person meeting, GEI will participate in a virtual COTW meeting if City and/or GEI policies regarding such face-to-face meetings change with respect to COVID or other potential health risks.

Task 8 – WDNR Review Fees

We understand that you wish to receive formal feedback from the WDNR on all project submittals and have requested GEI to include costs for required WDNR review fees in this proposal. We have included WDNR review/response fees associated with the RAOR ($1,050) and anticipate additional

formal feedback and associated WDNR review/response fees may be required to complete these services.

Assumptions

We have assumed the monitoring wells installed in August 2021 as part of the SI remain at the site, are readily accessible on the day of the site visit, and can be sampled as-is without modifications to the protector pipes or well casings.

Fee and Conditions of Service

We propose to complete these services on a time-and-materials basis in accordance with the terms and conditions previously negotiated between the City and GEI for Phase 2 services completed in October 2020, or other mutually agreeable terms and conditions. Based on the anticipated level of effort required to complete the services outlined above, we recommend establishing a budget of $29,600. The attached Table 1 and Fee Schedule outline our estimated effort, expenses, personnel categories, and associated rates associated with these services. It is understood that the expenses, personnel categories, hours and cost subtotals for each task may vary depending on when we receive notice to proceed, what staff is available at the time these services are completed, and the site conditions encountered during sampling. However, GEI will not exceed the total estimated fee for these services ($29,600) without first contacting you to explain the need, outline any additional costs, and obtain authorization.

Given the challenges created by the on-going COVID-19 crisis, the performance of the services included in this proposal as well as the satisfaction of the schedule described herein, are contingent and conditioned upon GEI having the ability to deploy the required resources as well as having access to the required site and data/documents to complete the services. These resources include, but are not limited to GEI staff, subcontract vendors and materials providers.

If you have any questions regarding the scope of services, fee, or work schedule as presented herein, please contact us.

Sincerely,

GEI CONSULTANTS, INC.

Michael L. DeBraske, P.E.
Senior Project Engineer

Roger A. Miller, P.G., C.P.G.
Senior Hydrogeologist

Enclosures:
Table 1 – Cost Estimate
Fee Schedule

Accepted By:

CITY OF WAUSAU

_____
Name of Authorized Representative

_____
Title

_____
Signature

_____
Date

Table 1 - Cost Estimate
Supplemental Site Investigation and Remedial Action Planning
1300 Cleveland Avenue, Wausau, WI

TASK NO.	ACTIVITY DESCRIPTION	PERSONNEL				REIMBURSABLE EXPENSES						TOTAL
		PERSONNEL CATEGORY	HOURLY RATE	HOURS	COST	ITEM	Quant.	Unit Cost	Bare Cost	Percent Markup	Billed Cost	
1	**Initial PFAS GW Sampling & Report**											
	- Sampling Prep	Senior Consultant-Grade 8	$ 196.00	1.00	$ 196.00	Field Expenses/Equip	1	$175.00	$ 175.00		$ 175.00	
	- Water Lvls, Purge & Sample Wells	Senior Professional-Grade 6	$ 160.00	3.00	$ 480.00	Mileage	200	$0.625	$ 125.00		$ 125.00	
	- Contain Purge Water in Drum at Site	Project Professional-Grade 4	$ 124.00	8.00	$ 992.00	Lab-Groundwater						
	- Data Tabulation, Update Figures	Staff Professional-Grade 2	$ 92.00	20.00	$ 1,840.00	PFAS Wells	5	$279.00	$ 1,395.00	15	$ 1,604.25	
	- Letter Report	Senior CADD Drafter and Designer	$ 121.00	2.00	$ 242.00	PFAS Equip Blank	2	$279.00	$ 558.00	15	$ 641.70	
		Admin	$ 92.00	1.00	$ 92.00	PFAS Dup	1	$279.00	$ 279.00	15	$ 320.85	
	SUBTOTAL			**35.00**	**$ 3,842.00**				**$ 2,532.00**		**$ 2,866.80**	**$ 6,708.80**
2	**Contingency PFAS GW Sampling & Report**											
	- Water Level Measurement	Senior Consultant-Grade 8	$ 196.00	1.00	$ 196.00	Field Expenses/Equip	1	$175.00	$ 175.00		$ 175.00	
	- Purge & Sample Wells	Senior Professional-Grade 6	$ 160.00	3.00	$ 480.00	Mileage	200	$0.625	$ 125.00		$ 125.00	
	- Contain Purge Water in Drum at Site	Project Professional-Grade 4	$ 124.00	8.00	$ 992.00	Lab-Groundwater						
	- Data Tabulation, GW Contour Map	Staff Professional-Grade 2	$ 92.00	20.00	$ 1,840.00	PFAS Wells	5	$279.00	$ 1,395.00	15	$ 1,604.25	
	- Letter Report	Senior CADD Drafter and Designer	$ 121.00	2.00	$ 242.00	PFAS Equip Blank	2	$279.00	$ 558.00	15	$ 641.70	
		Admin	$ 92.00	1.00	$ 92.00	PFAS Dup	1	$279.00	$ 279.00	15	$ 320.85	
	SUBTOTAL			**35.00**	**$ 3,842.00**				**$ 2,532.00**		**$ 2,866.80**	**$ 6,708.80**
3	**Investigative Waste Management**											
	- WDNR/WWTF Approval/Coordination	Senior Professional-Grade 6	$ 160.00	3.00	$ 480.00	Water Trans/Disposal*	1	$0.00	$ -		$ -	
	- Transport up to two 55-gal drums to WWTF	Staff Professional-Grade 2	$ 92.00	8.00	$ 736.00	Mileage - 1st event	200	$0.625	$ 125.00		$ 125.00	
	- Disposal of up to 110 gal of water at WWTF					Mileage - 2nd event	200	$0.625	$ 125.00		$ 125.00	
	- On-site documentaion of drum collection											
	SUBTOTAL			**11.00**	**$ 1,216.00**				**$ 250.00**		**$ 250.00**	**$ 1,466.00**
4	**Monitoring Well Abandonment**											
	- Subcontractor Agreement	Senior Professional-Grade 6	$ 160.00	2.00	$ 320.00	Drilling/Probe Sub	1	$1,900.00	$ 1,900.00	15	$ 2,185.00	
	- GEI Field Documentation	Staff Professional-Grade 2	$ 92.00	10.00	$ 920.00							
	- WDNR Abandonment Forms	Admin	$ 92.00	2.00	$ 184.00							
	SUBTOTAL			**14.00**	**$ 1,424.00**				**$ 1,900.00**		**$ 2,185.00**	**$ 3,609.00**
5	**RAOR**											
	- Draft Report	Senior Consultant-Grade 8	$ 196.00	4.00	$ 784.00							
	- Final Report after City Review/Comments	Senior Professional-Grade 6	$ 160.00	20.00	$ 3,200.00							
		Staff Professional-Grade 2	$ 92.00	12.00	$ 1,104.00							
		Senior CADD Drafter and Designer	$ 121.00	2.00	$ 242.00							
		Admin	$ 92.00	2.00	$ 184.00							
	SUBTOTAL			**40.00**	**$ 5,514.00**						**$ -**	**$ 5,514.00**
6	**City & WDNR Correspondence/Meetings**											
	-Progress updates/communication (City/WDNR)	Senior Consultant-Grade 8	$ 196.00	4.00	$ 784.00							
		Senior Professional-Grade 6	$ 160.00	4.00	$ 640.00							
	SUBTOTAL			**8.00**	**$ 1,424.00**						**$ -**	**$ 1,424.00**
7	**COTW Meeting**											
		Senior Consultant-Grade 8	$ 196.00	6.00	$ 1,176.00	Mileage	200	$0.625	$ 125.00		$ 125.00	
		Senior Professional-Grade 6	$ 160.00	6.00	$ 960.00							
	SUBTOTAL			**12.00**	**$ 2,136.00**						**$ 125.00**	**$ 2,261.00**
8	**WDNR Review Fees**					WDNR Fees - ROAR	1	$1,050.00	$ 1,050.00	15	$ 1,207.50	
						WDNR Fees - Other	1	$700.00	$ 700.00	15	$ 805.00	
	SUBTOTAL			**0.00**	**$ -**						**$ 2,012.50**	**$ 2,012.50**
	Total			**155.00**	**$ 19,398.00**						**$ 10,181.10**	**$ 29,579.10**

*No charge per Ben Brooks, Wausau Waterworks – Wastewater Superintendent

FEE SCHEDULE

Personnel Category	Hourly Billing Rate $ per hour
Staff Professional – Grade 1	$ 80
Staff Professional – Grade 2	$ 92
Project Professional – Grade 3	$ 110
Project Professional – Grade 4	$ 124
Senior Professional – Grade 5	$ 134
Senior Professional – Grade 6	$ 160
Senior Professional – Grade 7	$ 180
Senior Consultant – Grade 8	$ 196
Senior Consultant – Grade 9	$ 196
Senior Principal – Grade 10	$ 196
Senior Drafter / GIS	$ 121
Drafter and Designer / GIS	$ 109
Field Professional	$ 101
*Senior Technician / Senior Field Professional	$ 124
*Technician II	$ 75
*Technician I	$ 64
Word Processor, Administrative Staff	$ 92
Office Aide	$ 79

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee-owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for professional services related to ARPA subrecipient contract and procurement advisory services

Committee Action:	*Pending*
Fiscal Impact:	$10,000

File Number:	21-1109A	**Date Introduced:**	September 27, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☒No☐	
	Included in Budget:	Yes☐No☒	*Budget Source: Economic Development Fund*
	One-time Costs:	Yes☒No☐	*Amount: $10,000*
	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, the City of Wausau has received approximately $15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting, procurement, performance and eligible uses; and

WHEREAS, the City has authorized multiple ARPA projects with subrecipient entities to further the objectives of the ARPA plan; and

WHEREAS, expertise in crafting subrecipient agreements and performance measures and procurement is needed to ensure grant compliance; and

WHEREAS, the City of Sun Prairie conducted a formal RFP process to secure ARPA consulting services and entered into a contract with Booth Management Consulting based upon their experience and reasonable pricing; and

WHEREAS, the City of Wausau wishes to join the City of Middleton and piggyback on Sun Prairie's contract with Booth Management Consulting; and

WHEREAS, the City of Sun Prairie and Middleton have reported very positive experiences with Booth Management Consulting; and

WHEREAS, the City will only be invoiced for services used; and

WHEREAS, costs associated with the administration and management of ARPA funds is an eligible cost; and the committee elected to fund from other sources; and

WHEREAS, the Economic Development Fund has approximately $286,000 of reserves; and

WHEREAS, your Finance Committee has recommended executing a contract with Booth Management and has recommended a budget modification to fund the services from the Economic Development Fund Reserves:

GL Code	»	Description	Period	Amount
125	225492190	TRANSFER FOR ARPA CONSULTING	09	$10,000.00
125	33429	RESERVES	09	-$10,000.00

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

Approved:

_____

Katie Rosenberg, Mayor

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES

Date and Time: Tuesday, September 13, 2022 @ 4:30 pm., Council Chambers
Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
ED Members Present: Sarah Watson, Tom, Kilian, Chad Henke, Lisa Rasmussen, and Carol Lukens
Others Present: Maryanne Groat, Liz Brodek, Randy Fifrick, Eric Lindman, Gerald Klein, Tammy Stratz, Katie Rosenberg, Lou Larson, Mary Goede, Kaitlyn Bernarde

Discussion and possible action regarding grant management services Booth Management Consulting

Maryanne Groat explained with the funds we are getting from the Federal government' there is a lot of responsibilities as it pertains to reporting and meeting all the requirements. She stated they recently relaxed the procurement rules, but we still have a lot of responsibility in managing any subrecipients because they are carrying on a program on our behalf. She indicated she has been meeting with Liz Brodek, Randy Fifrick, Anne Jacobson to determine what these agreements should look like. They have reached out to other communities for templates as well. Groat found that Sun Prairie had gone out for competitive proposals and received three and selected Booth Management. She felt this company had a lot of expertise and it would be very helpful for us in managing our subrecipients, in seeking advice on procurement, as well as other grants going forward if we need them for advice. She noted when we've talked to our auditors, the laws on how public accounting firms can help their clients in other things outside of the audit is becoming stricter because they need to be very independent from their clients.

Groat indicated she reached out to both Sun Prairie and Madison, who gave Booth Management very strong references and felt their services were affordable. She envisioned them helping the city write the subrecipient agreements, develop the performance matrixes for the subrecipients, and help with procurement questions. One of the changes with the federal law is that now we can go to our Procurement Policy rather than the federal policies for these types of purchases and our Procurement Policy does allow piggybacking on other people's RFPs. It would be an eligible cost for ARPA as well. She noted Community Partners Campus (CPC) is very anxious to execute an agreement and we would like to get going on that.

Sarah Watson questioned if the $10,000 starting budget could come from somewhere other than ARPA. Groat indicated she could give a report on that at the next meeting. Rasmussen stated if we could obtain it through a different professional services budget, that would leave ARPA for community facing projects. Watson felt they don't find an alternative source they should score/rank it for ARPA.

Liz Brodek questioned if they can't find an alternative funding source and it comes back for scoring, would they still be able to execute the contract. She was concerned because of the timeliness request by CPC, she would like to have this ready to go as soon as possible. She felt they should not do another month delay. Rasmussen suggested if they could find out whether the source exists within the next week and if it doesn't, they could email the scoring sheet to the committee and bring it to the September 27th committee meeting for action and Council the same night. Groat stated they are billing per hour, so if they authorized going forward with just the CPC contract for approximately $1,000, she could find that amount in the budget. We could consider it a little test pilot of their services. She indicated she would bring back a permanent funding source at the next meeting.

Motion by Lukens, second byWatson to approve engaging Booth Management Consulting for the preparation of the CPC Subrecipient Agreement; and review alternative fund sources for their grant management services at the next meeting. Motion carried 5-0.

TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: Updated September 9, 2022
RE: ARPA Grant Management

Grant compliance is a critical component of any grant. ARPA is the single largest grant the City has received. The ARPA grant reporting and management is complex and staying on top of all of the existing and changing requirements is time consuming. One particularly challenging area is the management of subrecipients and beneficiaries. These are organizations that are receiving ARPA allocations from the City. Examples of these relationships includes:

- Community Partners Campus
- Lutheran Social Services – Landmark Project
- Entrepreneurial and Education Center
- Catholic Charities Warming House

In addition, the City is receiving State allocations of ARPA funds and passing these through to other organizations such as Community Partners Campus.

Grant requirements specify that we monitor our subrecipients for program performance, adherence to ARPA regulations and allowable costs. In addition, it is important that we require spend down requirements to ensure that we have sufficient time to reallocate unused funds.

Existing staff do not have the expertise to craft agreements and performance metrics for these programs. Community Partners is anxious to execute an agreement.

I attended a Finance Director Webex sponsored by the League of Municipalities and asked other directors how their communities were managing their subrecipients. The City's of Middleton and Sun Prairie both are using Booth Management Services.

Attached is a proposal outlining the significant qualifications and experience of Booth Management Consulting. The proposal shows the depth of their service offerings along with an hourly rates.

I am recommending that we retain Booth Management Services to assist in the development of the subrecipient agreements and performance measurements. I would also like to be able to seek their advice on procurement and other ARPA concerns we may have.

I would be happy to provide monthly reports on the costs incurred. The Committee could establish a preliminary budget of $10,000.

City of Wausau
ARPA Grant Management Services
September 7, 2022

PROPOSAL

SUBMITTED BY:

SUBMITTED TO:

VIA MAIL: : Maryann Groat
Mgroat@ci.wausau.wi.us

Company Information	
Company Name	Booth Management Consulting, LLC
Cage Code:	1YDJ1
Web Page URL	http://www.bmc-llc.net/
Physical Address:	7230 Lee Deforest Drive, Suite 103, Columbia, MD 21046
Authorized Point of Contact Name	Robin Booth, CPA
Point of Contact Phone Number	410-309-4929, ext. 2010 (office) 410-984-7458 (cell) 667-200-5972 (fax)
Point of Contact Email Address	robinb@bmc-llc.net
DUNS: 069527419	
Business Type/Size: Small, Minority, Women-Owned Business (WOSB), Economically Disadvantaged WOSB (EDWOSB), Small Disadvantaged Business (SDB), Multi-State Small Minority Business (MBE)	

Table of Contents

1. INTRODUCTION **1**
1.1 Firm Profile 1
1.2 Competitive Advantage 2
1.3 Other Project Related Information 2
1.4 Proposal Organization 3
2. QUALIFICATIONS & EXPERIENCE **4**
2.1. Understanding of the ARPA Grant 4
2.1.1 Lessons Learned 6
2.2 Relevant Experience 8
2.2.1 ARPA Experience 8
2.2.2 Federal Experience 10
3. QUALIFICATIONS OF PERSONNEL **11**
3.1 BMC ARPA Group 12
3.2 Project Organizational Chart 14
3.3 Team Roles & Responsibilities 16
3.4 Staffing Skills Matrix 17
3.5 Bench Capacity 18
4. DESCRIPTION OF THE WORK **19**
4.1 Project Management 19
4.1.1 Project Kickoff Meeting 19
4.1.2 Project Tools & Systems 19
4.1.3 Project Ramp-Up 22
4.1.4 Task Assignment Process 23
4.1.5 Work Plan Submissions 23
4.1.6 Status Calls/Meetings 24
4.2 Approach to Providing Services 24
4.2.1 Proposed ARPA Compliance System - AIRRS 24
4.2.2 Summary of Approach to Services 25
4.2.3 Project Reports 29
4.3 Quality Control Plan 29
5. REFERENCES **30**
5.1 City of Sun Prairie 30
5.2 City of Middleton, WI 31
5.3 City of Columbus 32
5.4 U.S. Department of Housing and Urban Development, Office of Housing and Counseling (HUD/OHC) 32
5.5 National Forum for Black Public Administrators (NFPBA/I4x) – City of Las Vegas 33
6. FEE SCHEDULE **34**
APPENDIX 1 – BUSINESS LICENSE **35**
APPENDIX 2 – PEER REVIEW **36**
APPENDIX 3 – RESUMES **38**
Program Manager – Robin Booth, CPA 38
Grants Manager – Marilyn Lockman 41
Audit Manager – Vonyette Grant 44
Senior Grants Specialists – Hayward Coe, CPA 46
Senior Auditor – Leelyn Moffatt, CPA 47

1. INTRODUCTION

We appreciate this opportunity to submit this proposal in response to the City of Wausau's Grant Administrative Services solicitation.

VALUE TO THE CITY
BMC is an experienced contractor that understands the scope, objectives, desired outcomes, and context of grants management — assuring risk assessment and compliance.

Founded in 1998, Booth Management Consulting, LLC (BMC) is a licensed CPA Firm in the State of Maryland, a U.S. Small Business Administration, Small Disadvantaged Business (SDB), Woman Owned Small Business (WOSB), and minority-owned business specializing in auditing, attestation, acquisition, contract/grants management, accounting, and administrative support services to Federal, State, and Local governments. We are certified with the Maryland Department of Transportation as a Disadvantaged Business Enterprise (DBE) and a Minority Business Enterprise (MBE). BMC has successfully provided grant management services to Federal, State, and local governments throughout the United States. We have in-depth knowledge of 2 C.F.R Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Code of Federal Regulations (CFR), U.S. Department of Housing & Urban Development (HUD) funded programs, CARES Act, American Recovery Plan (ARPA), Treasury Guidance on State and Local Fiscal Recovery Fund (SLFRF) Interim and Final Rule, Treasury issued Frequently Asked Questions (FAQs) on ARPA and CARES, and other relevant information.

1.1 Firm Profile

We have staff providing grant management and monitoring in Texas, Mississippi, Florida, Maryland, Pennsylvania, Ohio, California, North Dakota, Wisconsin, Nevada, and Washington State. The table below is our company profile.

Table 1. Company Profile.

Company Name	Booth Management Consulting, LLC
Demographics	Regional Firm
Physical Address	7230 Lee Deforest Drive, Suite 103, Columbia, MD 21046
Year Founded	1998
Corporate Structure	Limited Liability Company – S Corp
Web Page URL	http://www.bmc-llc.net
Federal EIN#	52-2168025
Authorized Point of Contact Name	Robin Booth, CPA, Principal or Shakina Rawlings, Operations Manager
Point of Contact Phone Number	410-309-4929, ext. 2010; Cell Phone; 410-984-7458
Fax No.	667-200-5972
Point of Contact Email Address	robinb@bmc-llc.net
Number of FTE Employees	168 Full-time Employees, 22 Part-time
Office Locations	Maryland, Washington State, and Texas
Line of Credit Facility	$10 million
Insurances	General Liability, Professional Liability, Errors and Omissions, Cyber Security, Fidelity Bond, Workmen's Compensation, Umbrella
FY 2020 Annual Revenue	$12 million

Licensed CPA Firm	See Appendix 1 for a copy of our business license
Peer Reviewed Firm	See Appendix 2 for a copy of our peer review

1.2 Competitive Advantage

- Direct experience providing comprehensive Federal, State, and local grants management services from development of Notices of Funding Opportunity to fiscal and program monitoring to Federal and State agencies affording us in-depth knowledge of not only the regulations and directives, but also insight from the Federal level on best practices to mitigate grant management challenges.
- Extensive knowledge of Office of Management and Budget (OMB) Circulars, state financial manual for grants and contracts, 2 CFR Part 200, and the various grant programs.
- Currently providing ARPA grants management services to multiple cities, counties, and towns.
- An agile technology-based approach to project management — including web-based project management, timekeeping, and HRIS systems that transfers seamlessly to a telework environment. In response to the shelter-at-home and social distancing mandates due to the COVID-19 pandemic, we are performing 100% remote monitoring activities for multiple agencies.
- Excellent Contractor Performance Ratings (CPARS) on Federal contracts for grants management staff augmentation contracts of similar size and complexity providing the exact same services required for this solicitation. Excellent references on the State and local levels.
- Robust and comprehensive recruiting, hiring, onboarding, retention, and recognition of our qualified staff able to meet the fluctuating needs of the City.
- Extremely price competitive because our rates are not burdened with subrecipient handling costs since we will perform all work as a prime contractor.
- One-stop shop for communications as the prime contractor with no subrecipients proposed.
- All proposed staff are existing full-time employees of BMC who are immediately available to work on the contract.

1.3 Other Project Related Information

COVID-Responsive: While we recognize that the City doors remain open during the COVID-19 crisis, BMC professionals are also highly experienced in delivering requirements both onsite and remotely due to our long history of effective in-person and remote operations. Our professionals are well versed in the communications, functions, and work requirements and maintain 100% readiness and agility in operating under challenging conditions.

Work Location: The work for this solicitation will be performed from our headquarters in Columbia, MD.

Pending or Past Litigation: In our almost 24 years of operations, our company has no pending or past litigation.

Statement of Availability: Our firm will be immediately available to start the project and complete it no later than the requested timeframe.

1.4 Proposal Organization

- Section 2. Qualifications & Experience highlights our resources, experience, and deep understanding of ARPA grant administration, challenges, and solutions.
- Section 3. Qualifications of Personnel addresses our staffing and management team, their skills, experience, and qualifications as well as our ability to staff up with additional personnel.
- Section 4. Description of Work addresses our management approach to ensuring completion of all tasks and deliverables for this project. It also details our firm's understanding, and management and technical approach to providing the services sought in this solicitation. Although not required, Section 4.3 summarizes our Quality Control Plan and indicates that we would prepare a comprehensive plan specific to this project if awarded.
- Section 5. References includes detailed information for existing contracts where we are performing the exact services sought in this solicitation.
- Please see our Business License in Appendix 1 and Peer Review in Appendix 2.
- Appendix 3 Resumes includes bios of our Executive Team and resumes for the proposed Project Team personnel who are full-time employees of BMC.

2. QUALIFICATIONS & EXPERIENCE

Integrated Approach for Maximum City Benefit: We use an integrated approach that leverages best practices in managing project scope, time, cost, quality, human resources, communication, and risk. For the achievement of maximum benefit for the City, our integrated approach ensures that one assignment builds on and/or compliments another assignment by incorporating lessons learned and best practices, as applicable. Although our approach is designed to be flexible and customizable, there will be many issues and/or practices where the knowledge is transferrable. Through continuous communications, training, and constant updating of our project tools and systems discussed in Section 4.1.2, we ensure that lessons learned, and best practices are shared with the team. Through our in-depth understanding of how to manage engagements of this nature, we can rapidly mobilize resources and leverage our existing methodologies and approaches to execute the tasks with the goal of meeting City expectations.

As discussed in Section 2. Qualifications & Experience, BMC has the requisite profile, resources, and background to provide optimal services on this contract. Section 3 Qualifications of Personnel highlights the education and professional license information of our assigned team with details outlined in Appendix 3 Resumes.

2.1. Understanding of the ARPA Grant

Section 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Fund (the SLFRF) appropriating $130,200,000,000 to metropolitan Cities, non-entitlement units of local government, and counties.

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used ARPA funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

On January 6, 2022, Treasury issued the Final Rule providing broader flexibility and greater simplicity in the program. Below are the features in the final rule that most impact the services we provide to States and Cities. The final rule clarified and provided more flexibility for the following Eligible Use Categories.

CATEGORY 1: PUBLIC HEALTH AND ECONOMIC IMPACTS

For the projects that fall under Public Health, which are projects awarded to subrecipients, we are assisting existing clients in mapping the project eligibility between the Expense Categories (EC) in the IFR to the categories of assistance for public health under the final rule which include:

- ✓ Assistance to Households

- ✓ Assistance to Small Businesses
- ✓ Assistance to Nonprofits
- ✓ Aid to Impacted Industries

CATEGORY 2: WATER, SEWER & BROADBAND INFRASTRUCTURE

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

For projects under this category, we assist the various departments in the governmental units in their procurement, specifically ensuring that contract awards comply with ARPA funds, specifically 2 CFR Part 200.317 to 200.327 and Appendix II[1]. This includes ensuring the project descriptions comply with the Final Rule, preparing subcontract agreements, reviewing invoices, reviewing internal departmental assessments and project requests for eligibility.

CATEGORY 3: PUBLIC SECTOR CAPACITY

These projects can be internal and external resulting in contract awards. However, as indicated in the Final Rule, these projects must include an assessment of time spent on COVID-19 response so there is additional programmatic reporting required. For this category we also provide guidance and technical assistance with:

- ✓ Restoring pre-pandemic employment
- ✓ Supporting and retaining public sector workers
- ✓ Covering administrative costs associated with administering the hiring, support, and retention programs above

CATEGORY 4: CAPITAL EXPENDITURES

The final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

The Uniform Guidance has specific requirements relative to capital expenditures as discussed in 2 CFR Part 200.311. 200.312. 200.313 relative to capital expenditures. These requirements tend to be inconsistent with State and local capital expenditures requirements. We assist the agencies in developing the required policies and procedures to ensure compliance with the Uniform Guidance.

FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED

The Final Rule provides a catch all category to ensure recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

- ✓ Identify a COVID-19 public health or negative economic impact on an individual or a class.

---

[1] Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- ✓ Design a response that addresses or responds to the impact

This category allows us to modify existing projects or shape new projects that may not fall in within the other categories to meet the eligibility criteria.

The final rule was effective on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect follow the ARPA program.

2.1.1 Lessons Learned

We have worked with numerous Cities as demonstrated in our past performance in Section 2.2 Relevant Experience and have learned valuable lesson that can be beneficial to the City of Wausau.

Lessons Learned #1 – Spend/Invest

One of the most critical lessons learned that we have observed is the importance of a balance of spending and investing in an effective ARPA Plan. The ARPA funds are a once-in-a-lifetime opportunity of infusion of funding to Cities and Counties that can change the landscape of infrastructure and communities. For many Cities, the question becomes whether to spend it or invest it. Spending it easy, but while investing is more complicated it can set a foundation for generational change as evidenced by examples of spending and investing in the figure below:

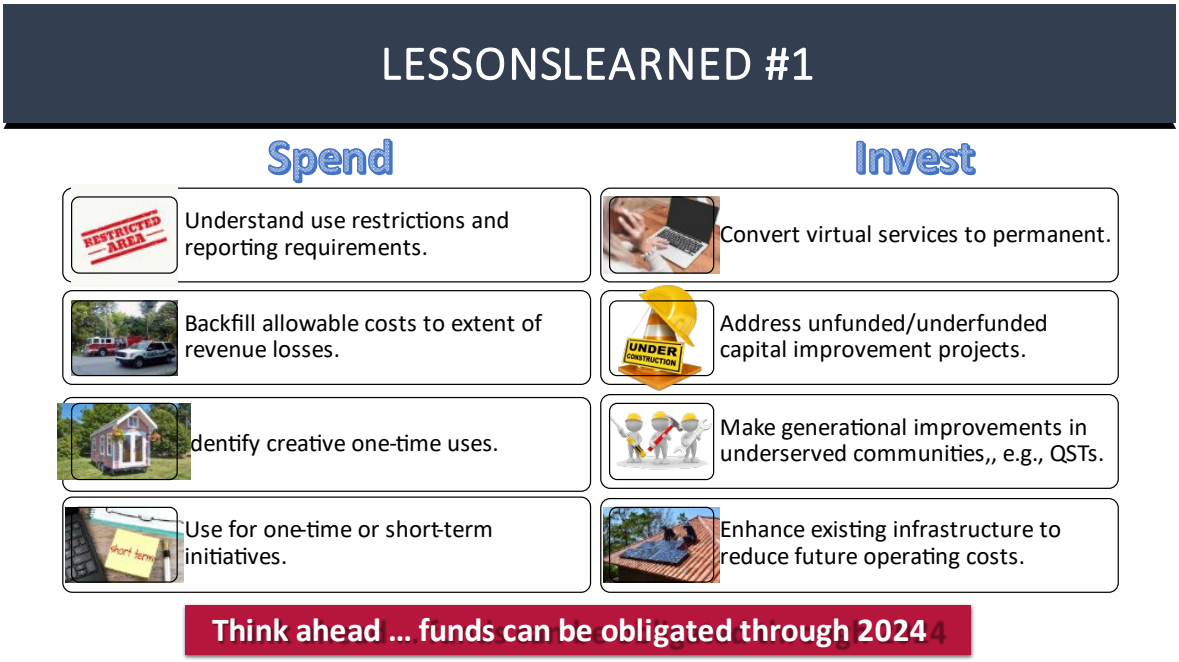


Figure 1. Lessons Learned #1: Spend or Invest.

Lessons Learned #2 – Core Documents

Many Cities do not have experience with Federal grant awards and the requirements under the Uniform Guidance, and their documents and procurement policies and procedures are not compliant with the regulations. We have developed, and will leverage, core documents that are compliant with the Uniform Guidance and the Treasury's IFR and Final Rule. In some instances, the Cities have made awards but do not have a subrecipient agreement or subcontract that incorporates the required Uniform Guidance and Treasury Guidance. Another factor is the City's

existing procurement policies do not incorporate the flow down clauses from the Uniform Guidance. In the figure below we summarize the basic core documents that need to be in place to ensure compliance.

Figure 2. Lessons Learned #2: Core Documents.

Lessons Learned #3 – Collaborate and Communicate when Developing the ARPA Plan

Effective ARPA Plans are collaborative efforts that:

- Consider **disproportionately impacted and underserved constituencies**
- Leverage **other funding resources**
- Identify **collaborative opportunities** with other agencies
- Identify and incorporate **community involvement**
- Take a **long view**
    - Funds obligated by December 31, 2024 and expended by December 31, 2026
- Conform to **legislative and administrative requirements.**

Figure 3. Lessons Learned #2: ARPA Plan Development.

Constituents have a personal stake in how these once-in-a-lifetime funds are managed and allocated by the City government, which is why it is so important to involve them in the development and ongoing changes to the ARPA Plan. As summarized in the figure below, an effective community outreach plan is an important part of developing and obtaining buy-in of an ARPA Plan.

2.2 Relevant Experience

2.2.1 ARPA Experience

We are performing the exact services for Cities, Counties, and Towns that received CARES and ARPA funding. Below is a summary of the CARES and ARPA contracts our ARPA Team is curently working on.

For the **City of Sun Prairie, City of Middleton, City of Columbus, and Luzerne County**, we are currently providing cradle-to-grave ARPA grants management services — including development of Notice of Funding Opportunities, grant applications, subrecipient agreements, subrecipient award reporting requirements, recommendation to the board on eligible use of funds, performing a risk assessment of proposed projects for compliance with the Treasury guidelines criteria, developing related policies and procedures, developing process and reviewing cost reimbursement requests from subrecipients, developing the subrecipient monitoring program and performing subrecipient monitoring of ARPA funds received, ongoing guidance and consultation to City of personnel, technical assistance and training to subrecipients, and assistance with tracking expenditures and reporting to the Treasury.

We are providing financial and programmatic monitoring, technical assistance, and training for subrecipients that received ARPA funds. This includes performing risk assessments, developing, and implementing a programmatic and final monitoring plan, providing technical assistance to ensure compliance with the Uniform Guidance, ARPA, and other related regulations, and providing training to subrecipients and the **City of Columbus** team as needed.

For the **City of Las Vegas** (as a 2nd-tier subcontractor) we reviewed applications and Grant Orientation Workbooks for 76 internal and external projects to assist in negotiating subrecipient agreements and/or internal memorandums. We completed checklists verifying that the projects met the eligible activity criteria, included acceptable performance metrics based on the required performance metrics identified by expenditure category as required in the Treasury's SLFRF Final Rule. We also reviewed submitted budgets to ensure they reconciled to the requested grant amount and were reasonable. Having performed these reviews, our BMC Team has real time knowledge of the City's projects that can be cost effectively applied to this project resulting in savings to the City.

For **MDES** we perform subrecipient monitoring services for the following grants: 1) multiple ARPA grants relative to workforce; 2) Workforce Innovation and Opportunity Act (WIOA); 3) Senior Community Service Employment Program (SCSEP); 4) Mississippi Apprenticeship USA (MAP); 5) Governor's Grant and; 6) Opioid Grant. We developed the monitoring program based on the Department of Labor Grant Monitoring Guide, the grant agreement, and State Regulations. The monitoring program is a comprehensive tool in Microsoft excel including instructions, a document request list, questionairres, checklist, and final reporting template. We are also performing subrecipient monitoring for CARES Act and ARPA funding. We developed a comprehensive monitoring work program that we are using on multiple related engagements. The monitoring work program and report have been approved by 2 Cities for monitoring.

For the **UWSBDC**, under funding from the CARES Act, we provide technical expertise to small businesses in the State of Wisconsin that have experienced supply chain disruptions, staffing challenges, a decrease in gross receipts or customers, or a closure because of COVID-19.

We will leverage the ARPA monitoring tools we have developed for other contracts if awarded.

2.2.2 Federal Experience

We are performing or have performed the exact services sought in this solicitation under contracts with the **U.S. Department of Housing and Urban Development, Office of Housing Counseling (HUD-OHC), Mississippi Department of Employment Services (MDES), Social Security Administration (SSA), the National Park Service (NPS), and NeighborWorks America.**

In the table below we provide contract information to evidence we have more than five (5) years of relevant experience. In Section 5. References, we include a detailed write up for the HUD contract. The other two (2) references demonstrate our experience with ARPA grants management.

Table 2. Summary of Experience

Contracting Agency	Period of Performance	Contract Award Amount
U.S. Housing and Urban Development, Office of Housing Counseling, Housing Counseling Grant Financial Quality Control Audits & Technical Assistance, Contract# DU100H-14-T-00004	10/1/2014 to 7/31/2019	$5.300,000
Social Security Administration (SSA), Grants Management and Acquisition Support, Contract#28321319A00040016	9/5/2018 to 9/4/2024	$6,211,890
Department of Interior, National Park Service (NPS), Grants Financial Assistance Support Contract# 140P2118F0358	10/1/2015 to 9/30/2020 10/1/2020 to 9/30/2025 Awarded contract twice	$3,437,034
NeighborWorks America (Grants), Grant Financial Management, Contract#: CON1639265	12/29/2016 to 5/31/2019	$1,500,000

We have critical domain knowledge of successfully providing grant management services — specifically for grant recipients of awards from the U.S. Department of Housing and Urban Development (grantee or the state administrator), Community Development Block Grants (CDBG), Emergency Solutions Grant (ESG), Emergency Rental Assistance Program (ERAP), and awards under the CARES and American Rescue Plan (ARPA) Acts.

For ***HUD-OHC, NPS and SSA***, we conduct cradle-to-grave grant management services — from pre-award to grant closeout for local and state agencies, non-profits, and tribal organizations. For pre-award, we review applications and grant execution packages, conduct financial capability assessments, perform financial management system reviews, and recommend the approval or rejection of applications and grant management. For post-award, we conduct onsite financial audit/reviews of grantees throughout the United States to evaluate and assess their level of compliance with 2 CFR Part 200, administrative and programmatic requirements and perform grant closeout. For HUD/OHC, NPS, and SSA our services include developing the assessment procedures for performing financial and accounting system reviews, developing onsite assessment questionnaires, assessment tools, and providing a standard site visit confirmation letter and a checklist. We conduct interviews and meetings with OHC, NPS, and SSA staff to gather information on program policies and structure to develop an understanding of financial requirements of local and State agencies and tribal and non-profit organizations.

For ***HUD-OHC***, we developed the financial and programmatic monitoring/review procedures referred to as a "Financial and Administrative Review (FAR)" used to determine compliance with the HUD grant and Federal regulations including 2 CFR Part 200. We used attestation standards to assess approximately 400 subrecipients that received various housing-related grants. Subrecipients included non-profit organizations, state and local agencies, and tribal organizations. As a part of determing the types of compliance activity (i.e. desk review, full-scope review, etc.), we developed a risk-based approach to determining the nature, timing and extent of oversight and monitoring/review. We established risk factors and risk categories (low, medium, high) and scored each grant recipient and subrecipeint based on agreed upon risk factors. We created a three-year database, in Excel, of critical grant data including award amount, prior audit findings, single audit findings, number of eligible entities or subrecipients, amount reimbursed (captured), and review findings, to compute the risk scores based upon the agreed upon risk factors. For those recipients that had a low risk score, they received a desk review; medium risk score, a limited scope review; and high-risk score, a full review. We developed different procedures for each type of review. We performed approximately 148 desk, limited and full assessment reviews annually based on the risk-based approach.

For ***NeighborWorks***, we performed 186 financial and programmatic reviews annually, 92 onsite and 94 remote, within a 4-month time period. We conducted financial and programmatic reviews, evaluations of internal controls, reviews of project accounting, financial capability assessments, training, technical assistance, grant execution reviews, budget analysis, procurement system reviews, reviews of their Conflicts of Interest Plans, and other audit and miscellaneous financial services for its National Foreclosure Mitigation and Project Reinvest grant recipients which consisted of housing counseling agencies. All reviews were to determine the subrecipients compliance with 2 CFR Part 200, agreement terms, and other applicable regulations.

We conducted various assessments of the agencies, from internal control and compliance with Uniform Guidance, to financial management system assessments, etc. Based on the assessment, we recommend corrective actions consisting of, but not limited to, performing additional agreed upon procedures, performing a financial and administrative review, providing technical assistance, and/or training. Recommendations are subject to HUD/OHC and NPS acceptance. Our company received agency recognition from HUD for assisting in developing a risk-based performance rating system to determine awards, award amounts, and the nature, timing, and extent of oversight and monitoring/review.

For ***SSA and NPS***, in addition to the services we are currently providing, we are also developing the monitoring tools for CARES and ARPA funds received and awarded to subrecipients.

3. QUALIFICATIONS OF PERSONNEL

As previously stated, we created the ARPA Team consisting of BMC auditors, grants specialists, and analysts, who have been specially trained to provide ARPA grants management and monitoring services. This team is currently working on the contracts discussed in Section 2.2.1 ARPA Experience and the ARPA past performance references in.

As discussed in Section 3.1, we created the BMC ARPA Group to provide ARPA grants management and monitoring services. This Group is currently working on the contracts discussed in Section 2.2.1 ARPA Experience and the ARPA past performance references in Section 5 References.

Project Leadership: At the helm of the ARPA team is Robin Booth, CPA and her Alternate Petergay Brown, CPA, as Program Managers. Mrs. Booth has extensive project management experience managing multiple complex projects simultaneously. Mrs. Booth was initially the Project Manager for the contract with the U.S. Department of Housing and Urban Development, Office of Housing Counseling (HUD-OHC) and for the NeighborWorks America simultaneously. Mrs. Booth ultimately assigned Mrs. Brown as the Project Manager.

Although Mrs. Booth is the Principal of the company, because this is a new grant program for which she has acquired in-depth knowledge, she is leveraging her knowledge, lessons learned, and best practices for the ARPA contracts to ensure consistency and uniformity in our management and technical approach. She will be supported by two highly experienced Managers:

- ***Grants Manager*** – Marilyn Lockman. Ms. Lockman has 15+ years of Federal, state, and local grants management experience. She will lead the grants specialists in all grants management related tasks.
- ***Audit Manager*** – Vonyette Grant. Ms. Grant has over 10+ years of grant accounting and auditing experience. She will lead the audit team in conducting the monitoring activities.

There will be separate BMC personnel on each team and no personnel will be shared.

See the full resume for proposed key personnel in Appendix 3.

This team has received 40+ hours of CARES Act, ARPA, and Uniform guidance training conducted by the Treasury, National League of Cities, National League of Counties, American Institute of Certified Public Accountants (CPA), and internal training specific to SLFRF and ERAP programs.

3.1 BMC ARPA Group

BMC created the ARPA Group consisting of BMC auditors, grants specialists, and analysts, who have been specially trained to provide ARPA grants management and monitoring services**.** Within the ARPA Team, there are two (2) distinctive teams, the Grants Management Team, and the Grants Monitoring Team. We established the 2 teams to ensure objectivity and independence on the project with different staff working each team as depicted in the figure below:

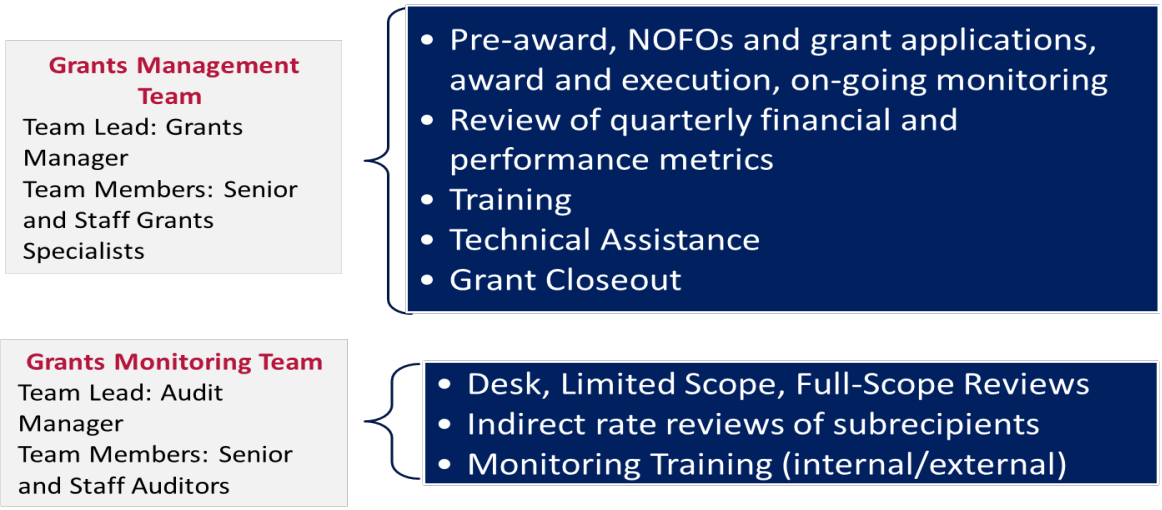


Figure 4. BMC ARPA Teams

The Grants Management Team is generally the most active during the first phase of the contract performing the grant planning and management services. They then hand-off the subrecipient monitoring to the Grants Monitoring Team once the subrecipients are fully onboard and have begun their grant program. We call this the "Handoff." The figure below depicts what should occur during the handoff.

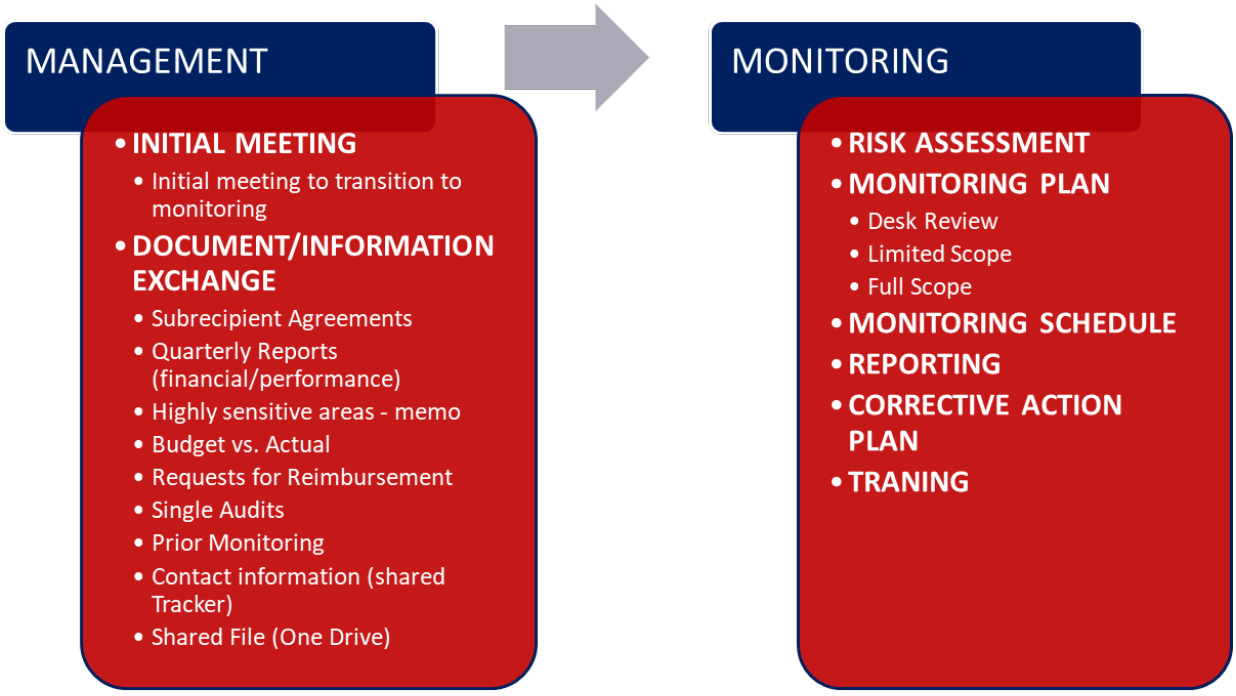


Figure 5. ARPA Team Handoff

The ARPA Group is currently working with eight (8) ARPA clients consisting of the Federal and State governments and municipalities (Cities, Counties, and Towns) providing the following services:

- Development of project descriptions — including performing project risk assessments, scorecards, budgets, and procurement plans for internal projects.
- Strategic planning and development of ARPA budgets — including the revenue loss computations, infrastructure projects, community outreach.
- Preparation of the required quarterly (and/or annual) reporting.
- Development of core documents in compliance with the Uniform Guidance — including subrecipient agreements, subcontracts, risk assessments, financial and performance report templates and toolkits, budget formats, and a tool to determine eligible activity.
- The team has developed policies and procedures in the areas of procurement, internal controls, subrecipient monitoring, cost principles (i.e., determining allowability of submitted request for reimbursement), and grant-related accounting.
- Development of Notice of Funding Opportunities and managing the grant application process from intake to evaluation for awards

- Providing a platform/IT solution (AIRRS) for submitting applications, monitoring subrecipient agreements and subcontracts, accepting and monitoring financial and performance metrics reporting, accepting, and processing request for reimbursement, and expenditure reporting as required by Treasury.
- Responding to internal and external inquiries.
- Providing training and technical assistance to clients and subrecipients.
- Serving as a liaison to clients with the Federal government, subrecipients and the public.

Organizational Chart. See the organizational chart in Section 3.2 which demonstrates the scale of our team.

3.2 Project Organizational Chart

We are part of our client's Team – and as such, we want to ensure we work closely with you, understand your concerns, and give you our best product. BMC has a simple, but proven approach: provide the best Team possible, give them the right facilities and tools, focus on quality control, and ensure that the Firm stands behind the effort. BMC creates client Teams from the best available resources to fit the requirements.

The organizational chart below details our proposed team consisting of the following:

The ***Project Management Team*** (hereinafter referred to as the "***PM Team***") representing full-time BMC non- billable employees included as G&A in proposed fully burdened rates that will support the contract.

The ***Project Team*** consists of a highly qualified, multi-disciplined team led by our firm's experienced management team. The Project team is organized by the service areas identified in the solicitation.

1. Project Selection & Eligibility
2. Public Notification & Involvement
3. Bidding & Contracts/Wages
4. Project Management
5. Financial/Accounting Management/Reporting

We combined like-services from the lists of tasks in the Scope of Services (SOS) of the RFP. In Section 3.2 we summarize our approach for providing the services in each service area.

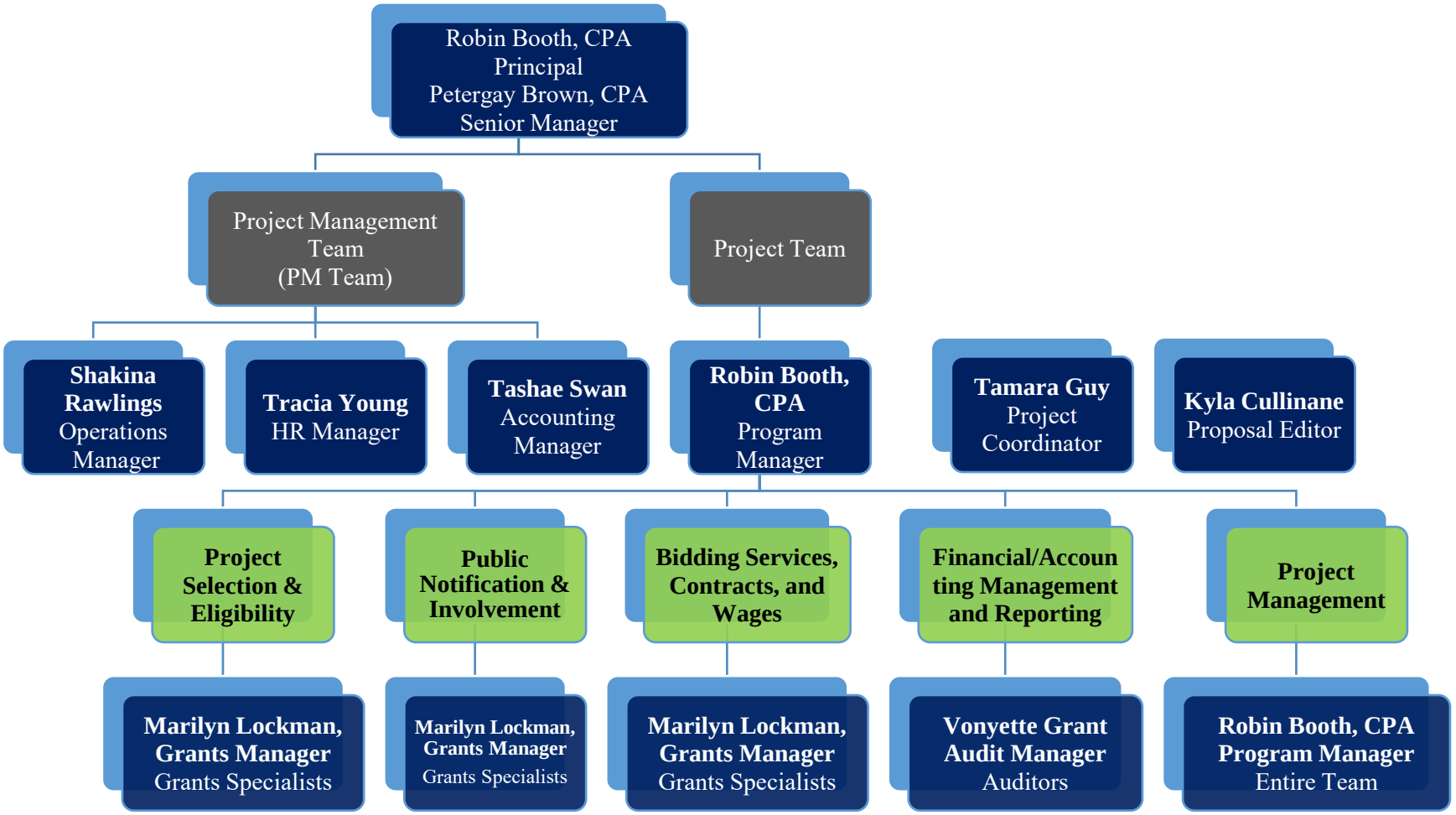


Figure 6. Project Team Organizational Chart

3.3 Team Roles & Responsibilities

Below is the PM Team roles and responsibilities and skills matrix demonstrating their role, responsibilities, education, and experience.

Table 3: PM Team Roles and Responsibilities and Skills Matrix

Name/Role	Responsibility/Communication	Education and Experience
Shakina Rawlings Operations Manager	Key point of contact for performance issues. Responsible for contract management, timekeeping, and accounting.	BS Business - 8 years of project management and operations experience, 3 yrs. of contract management experience
Tracia Young Human Resource Director	Responsible for all the oversight of HR activities working closely with the Senior Manager and Operations Manager to ensure task orders are properly staffed. Responsibilities include developing compensation packages, ensuring compliance Federal, State, and local employment laws, and all other HR services.	10 yrs. Human Resources experience with multiple Federal government agencies
Tashae Swan Accounting Manager	Oversee accounting, invoicing, fiscal tracking, timekeeping, and job costing system. Works closely with all members of the PM team and Managers. Timekeeping, Job Costing, and Accounting System owner.	BS Accounting 8 yrs. Accounting and job costing experience

For each service area, we identify the team members that will perform the services in that area. The Program Manager, Technical Writer, and Project Coordinator will collaborate with the assigned team for each service area. Section 3.3 Team Roles & Responsibilities includes descriptions of the roles and responsibilities for the team assigned to each service area. In Section 3.4 Staffing Skills Matrix we identify the proposed BMC personnel and their education, experience, and workload accomplishments.

Table 4. Team Roles & Reasonsibilities

Labor Category	Role/Responsibilities
ASSIGNED TO ALL SERVICE AREAS	
Robin Booth, CPA, Program Manager Petergay Brown, CPA, Senior Manager	POC for contract issues, review Project Plan and other planning documents. Review, approve, and monitor the Quality Control Plan. Review tracking and monthly status reports. Participate in industry webinars and training on the SLFRF program. Work with the Managers to respond to task orders, assign tasks, and provide technical guidance. Responsible for subcontractor management. Participate in client meetings, conduct trainings, as required, respond to third party inquiries, and closely monitor Problem Resolution Log ensuring timely resolutions of issues. The Senior Manager is the alternate if the Program Manager is not available.
Kyla Cullinane Project Editor	Technical editing of reports, ensure documents are Section 508 compliant, prepare training materials, assist with document development.
Leah Scales Project Coordinator	Works closely with Program Manager, Grants Manager, and Audit Manager to track monitoring activities, coordinate City and subrecipient's access to document repository, sends notifications letters, maintains tracking reports, maintains the project management system, participate in internal meetings, and provide administrative support to the team.
GRANTS MANAGEMENT TEAM	

Labor Category	Role/Responsibilities
Marilyn Lockman Grants Manager	Will be the Manager of the Grants Management Team executing the task orders assigned for the services to be provided as defined in the solicitation. Will assign and review tasks performed by all team members. As evidenced by the skills matrix in Section 2.2.4 and her extensive grants experience detailed in her resume in Appendix 3, Ms. Lockman has extensive grants experience including ARPA. She also performs compliance monitoring for various grants which will be leveraged to assist the audit team, as necessary. Prepares response to task orders, assigned tasks to team, ensures execution of the grants management tasks in the Work Plan, compliance with the Quality Control Plan, and monitor the project management system to ensure timely completion of accounting and auditing deliverables. Assigns work to the grants specialists working in the applicable areas.
Hayward Coe, CPA Senior Grants Specialists	Reports directly to the Grants Manager, executes assigned tasks consistent with the approved task order work plan. Participates in status meetings and calls with subrecipient.
Grants Specialists	We have four (4) dedicated Grants Specialists with 5+ years each of Federal grants management experience on the team. The Grants Manager will assign tasks such as review of projects, project risk assessments, review of subrecipient reports.
ACCOUNTING AND GRANTS MONITORING TEAM	
Vonyette Grant Audit Manager	Responsible for the supervision and overall engagement of the Auditors and Analysts on the Grants Monitoring Team. Prepares response to task orders, assigned tasks to team, ensures execution of the accounting/auditing tasks in the Work Plan, compliance with the Quality Control Plan, and monitor the project management system to ensure timely completion of accounting and auditing deliverables. For accounting and auditing tasks, provides technical guidance, and review 100% of workpapers, draft and final reports. Participate in status meetings, complete the auditing and accounting sections of the monthly status report, and review the tracking report maintained by the Project Coordinator. Assigns work to the auditors/analysts and subcontractors working in the applicable areas.
Leelyn Moffatt, CPA Senior Auditor	Lead in this area reporting directly to the Audit Manager. Performs the financial, accounting management, auditing, and reporting. Prepares analysis, reconciliations, workpapers, schedules, and the initial draft of reports. Responsible for compliance monitoring. Communicate with the subrecipients to perform the monitoring procedures. Ensures compliance with the Project Plan and Quality Control Plan.
Auditors	Reports directly to the Senior Auditor/Analyst, executes procedures reporting requirements, reconciliations, analysis, and monitoring workplan Performs reconciliations, analysis, documentation reviews. Identify potential deficiencies and communicate them to the Senior Auditor/Analyst. Participate in status meetings and calls with subrecipient.

3.4 Staffing Skills Matrix

The following is the Project Team skills matrix detailing the name, labor category, roles and responsibilities, and their relevant contract experience discussed in Section 2.2.1 ARPA Experience and 2.2.2. Federal Experience. We also show the level of effort on other projects as of the submission of this proposal.

Table 5: Project Staff Skill Matrix.

Name/Title	Qualifications	Relevant Contracts	Workload Availability
Robin Booth CPA Program Manager	• BS Accounting – CPA, PMP, AICPA COSO Certified Auditor	ALL	65%

Confidential and Proprietary. Not for Public Disclosure.

Name/Title	Qualifications	Relevant Contracts	Workload Availability
	• 25 years general audit, OMB • 25 years managing large projects • 15 years grant monitoring/auditing, technical assistance, and training		
Petergay Brown, CPA **Senior Manager**	• CPA • MBA • 15 years of compliance auditing experience • 8 years grants monitoring experience	ALL	85%
Vonyette Grant **Project Manager**	• MBA • 10 years of compliance auditing experience • 6 years grants monitoring experience	ALL	40%
Marilyn Lockman **Grants Manager**	• MBA • BS Accounting • 15+ years of grant management	ALL	60%
Hayward Coe, CPA **Senior Grants Specialist**	• CPA • BS Accounting • 10+ years of grants management	ALL	60%
Leelyn Moffatt, CPA **Senior Auditor/Analyst**	• BS Business Administration • 5 years Federal government accounting, contract/grants monitoring	ALL	60%
Kyla Cullinane **Proposal Editor**	• BA/MFA, 4+ years technical editing for Federal and State program management	ALL	75%
Tamara Guy **Project Coordinator**	• BS in General Studies • 4 years of project coordination experience	ALL	50%

As evidenced by the level of effort on other projects, the proposed team is immediately available to work on this project. However, if additional staff is required, we identify our capacity to add additional existing staff in Section 3.5 Bench Capacity.

3.5 Bench Capacity

The table below summarizes our bench capacity to provide additional staff to address work fluctuations and staff turnover.

Table 6. Bench Capacity Requirements.

Labor Category	BMC Staff Available	Education	Experience
Program Manager/Senior Manager	2	BS in Accounting or related field, CPA required. and other certifications preferred (i.e., CIA, CFE, CGGM)	Minimum of 15 yrs. government auditing Minimum of 10 yrs. of government contract auditing
Senior Grants Specialists	6	BS in related field,	Minimum of 5 yrs. Grants management experience

Confidential and Proprietary. Not for Public Disclosure.

Labor Category	BMC Staff Available	Education	Experience
Senior Auditors	9	BS in Accounting or related field, MBA, CPA, and other certifications preferred (i.e., CIA, CFE, CGGM)	Minimum of 6 yrs. government auditing, 5 yrs. of government contract auditing, 2 years supervisory
Auditors	22	BS in Accounting, CPA candidate required	Minimum of 1-4 yrs. government auditing
Grants Specialists	11	BS in related field	Minimum of 1 year experience in grants management
Project Coordinators	2	Degree in related field	4 yrs. of project coordination experience, 2 yrs. of Government experience

See Appendix 3 for the resumes for the Program Manager, Grants Manager, Audit Manager, Senior Grants Specialist, and Senior Auditor/Analysts whom we consider to be Key Personnel for this solicitation. All the proposed individuals are full-time employees of BMC and are immediately available to provide services upon contract award.

4. DESCRIPTION OF THE WORK

As discussed in Section 2.2.1 we are currently providing these exact services to multiple cities and understand the project services desired. With that said, the project tools, systems, and communications plan discussed below are critical to providing the desired services.

4.1 Project Management

4.1.1 Project Kickoff Meeting

Our team will be immediately available to work on this contract upon award. As scheduled by the City, we will attend a post-award meeting to introduce our team, their roles and background, meet project leadership, and establish day-to-day communications and working schedules. At the meeting we will listen to the goals, objectives, and expectations of the contract and document any issues or directives and focus areas. We will discuss the proposed funding schedule, tools, project steps, and schedule. We will also discuss logistics, access to systems and other critical contract information.

The Management team and the Project Manager will participate in the kick-off meeting. Between contract award and the kick-off meeting, assigned team members will sign a Conflict of Interest, Non-Disclosure Agreement, the required security forms, and any other relevant documentation.

4.1.2 Project Tools & Systems

Our plan capitalizes on the use of technology to maintain continuous communications — specifically email, internet or cloud-based project management, HRIS, timekeeping, accounting, and database management systems, remote meeting tools that include conferencing, webinars, desktop sharing, and Skype, and a 24/7 toll free number. At the post award/kick-off meeting we will review each project tools and systems, discuss access to the document repository (i.e., obtaining usernames and passwords, links to get to various systems, etc.), and the purpose/use for each of the systems discussed in the following figure.

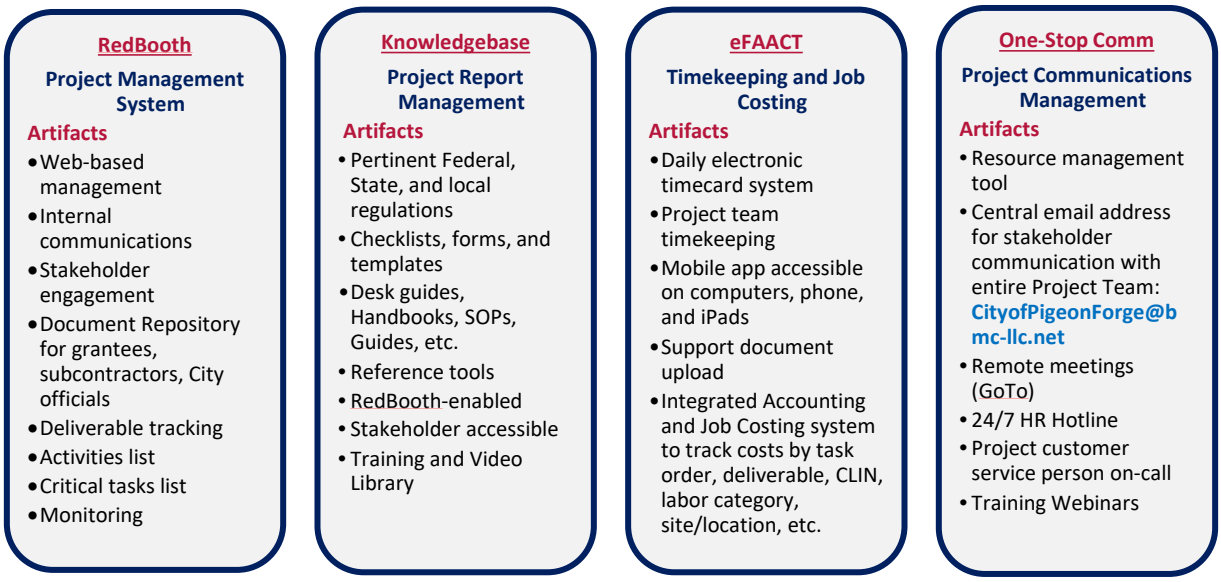


Figure 7. Project Tools & Systems.

Project Management and Document Repository System (RedBooth): We will use our web-based project management system, RedBooth, to track deliverables, critical task lists, staff assignments, milestones, and due dates. City stakeholders and all BMC Team members will be provided a username and password in RedBooth and given access to the City workspaces. RedBooth is also a document repository. The City will be given access to a contract administration workspace to review the master schedule, critical task list, milestones, due dates, and staff assignments. The City will also be able to upload documents in this workspace.

In RedBooth we will maintain the staffing plan, key tasks and sub-tasks, deliverables, and key milestones with an associated time-phased schedule required for the Work Plan. The BMC team will update the critical task list and milestones in RedBooth daily, adding comments and notes where necessary. RedBooth has a chat room for immediate communications when users are logged in. We have used RedBooth with other State agencies and the users can access the application at Government facilities with no security limitations. We will train designated City personnel on how to access and use the RedBooth platform. City will have access to the workspace providing real time information on the status of all audits. This report will also be a part of the monthly status report for the Work Plan.

Document Repository: The subrecipient will be given access to RedBooth to upload documents. RedBooth emails a link to the email recipient that will allow them to set up a username and password to access the repository. Each RedBooth link is unique to that specific email recipient. If the link is forwarded to another email address, it will not allow access to the system. Accordingly, we can generate an email link for as many individuals that need to access the subrecipient workspace. We will also provide access to the monitoring team members assigned to that subrecipient and the City to download the documents once they are available. Only assigned individuals will have access to the subrecipient workspace. The workspace is available to the subrecipient throughout the monitoring process and allows them to upload large files and confidential documentation without size or security system limitations.

Knowledgebase: We will develop a knowledgebase of all pertinent regulations, work programs, and

reports for subrecipient monitoring. At a minimum, the knowledgebase will consist of; 1) the applicable State regulations, relevant Treasury Guidance, and regulations, ARPA, and CARES Act, subrecipient grant agreement, Generally Accepted Government Accounting Standards (GAGAS), and other regulatory guidance; 2) the monitoring program including a report template; 3) various templates; 4) lessons learned and best practices and 5) common questioned costs. It will also include program related communications, alerts, or publications from the City applicable to subrecipients financial audits, professional alerts from regulatory cites specific to subrecipients, and reference tools. The Knowledgebase is in RedBooth as a separate folder in the contract administration workspace, allowing the City and the entire BMC team access to the pertinent information.

Web Based Library: In RedBooth we will upload all training materials, recorded training sessions, and training schedules, in a folder named "Library" in the dedicated City workspace. Assigned users and the City will have access to the Library.

Web Based Message Board: There will be a Message Board where we will post relevant articles and other informative technical information. When a message is posted to the Message Board, the users will receive an email indicating the topic and what was posted. In addition, they will receive an email when new documents are uploaded in the Library. Access to the workspace will be enabled throughout the entire period of performance.

Web Based HRIS System: Our company uses Bamboo as our Human Resource Information System (HRIS). This web-based system ensures that employees at all geographical locations have access to key human resource information such as payroll, benefits, Paid Time Off (PTO), evaluations, assessments, and company news — facilitating HR activities and processes electronically. Employees can upload and print HR and payroll related forms directly in the system for processing. BMC Forms, employee handbook, policies and procedures, and other employment related documents are housed in Bamboo to allow employees easy and immediate access from all locations.

Web-Based Accounting/Job Costing System (eFAACT): Our company uses the eFAACT Timekeeping, Expense Reporting, and Job Costing system (a web-based electronic timekeeping and job costing system) that integrates our general ledger system (QuickBooks) with standard policies and procedures. It includes a robust contracts management module to track cost by contract, contract order, Contract Line-Item Numbers (CLINs), and any sub-CLINs. eFAACT delivers a total solution, seamlessly integrating with our accounting system and generating reports according to Government and contract specific rules. For the electronic timekeeping system, individuals (employees, consultants, and subcontractors) enter their timecards daily, logging onto the internet-based system using a username and password and charge time to authorized work orders including contracts, contract orders, work orders, subrecipient assignments, CLINS and similar charging methods unquietly designed to be consistent with how funding on State Government contracts are obligated. Although this is a firm-fixed priced contract, we will track the time by each subrecipient monitoring.

Electronic Workpapers (CaseWare): All workpapers for the monitoring will be maintained in our integrated electronic workpaper software, (CaseWare). CaseWare is a highly flexible engagement software for electronic workpapers. Engagements are planned, performed, and reviewed entirely on screen, eliminating paper. We will provide the City with access to CaseWare and a zipped file of all workpapers at the completion of the monitoring.

Confidential and Proprietary. Not for Public Disclosure.

Email: Establish a CityofWausau@bmc-llc.net central email address to communicate with the entire BMC team simultaneously. This allows the City and any of its personnel to communicate with the entire team when needed, although we will provide an individual email address for each team member.

Remote Meetings: To facilitate remote working sessions, meetings, and conference calls, we will use the following tools:

- LogMeIn allows us remote access to a hard drive and/or server.
- Meetings will be conducted using a dedicated conference call number specifically for this contract, allowing participants from multiple locations to participate.
- GoToMeeting will be used for sharing desktops to review documents and other materials during conference calls.
- As necessary, we can also conduct Webinars for trainings or larger group conferencing.

24/7 Toll Free Access: We have a 1-800 customer service number that will have a live person answer calls 24-hours a day, 7 days a week. During normal business hours, the calls will be answered by our office. After hours calls will be answered by a live answering service with emails sent to the CityofPidgeonForge@bmc-llc.net so that all team members are aware of the question.

4.1.3 Project Ramp-Up

Over the last several years, we have assisted in the implementation of grant programs for Federal and State government agencies as evidenced in Section 5. References. We will leverage our experience and successful delivery of services. We anticipate leveraging existing forms, toolkits, guidance, work programs, and policies and procedures developed for other Government agencies for which we are providing CARES Act and ARPA grants management.

We anticipate 15-30 days for Ramp-Up Activities which will consists of, but not be limited to:

1. Obtain confirmation of acceptance of the proposed personnel from our team. Have team execute all Non-Disclosure Agreements (NDA), Conflict of Interest (COI), and Independence Statements for approved staff.
2. Complete the necessary forms to obtain remote access to relevant City systems including Grant Solutions (Treasury's system ARPA reporting), and other relevant systems, if applicable.
3. Conduct a document exchange of all available documentation from the City. At the time of the post award conference or before and concurrent with meeting with the established City Team, we will provide the City with a document request list that will include, at a minimum, list of approved projects, ARPA budget (preferably approved by Board); copy of the subrecipient grant agreements (by grantee type if the agreements differ); Notice of Funding Opportunity (NOFO), if applicable; relevant handbooks, memorandums, and other guidance; copies of grant related documents such as the budget; existing forms, policies and procedures, monitoring checklists, templates, reports, etc.; grant financial reporting documentation; and any other program related documentation Simultaneously, as identified by the City POC, we will interview the City personnel that have been working on the ARPA program to get up to speed on the status.

Confidential and Proprietary. Not for Public Disclosure.

4. During this time, we will also provide designated City Personnel with access to the document repository and our project management system to facilitate the document exchange.
5. Establish a weekly meeting to discuss tasks required for the ARPA program. We will prepare an agenda, record the meetings, and provide follow up summary minutes within two (2) business days of each meeting. All assigned tasks and subtasks will be logged into the appropriate tracking report and entered in the project management system to track
6. After each weekly meeting we will agree to the action items for the next weekly meeting, including any new deliverables.

The Ramp-Up activities will be managed by the Program Manager, Project Manager, and Project Coordinator and should be completed within 45 days.

4.1.4 Task Assignment Process

As the City identifies and requests services, we will agree to the nature, timing, and extent of the services, and what, if any deliverable will be required. We recognize that there will be a lot of verbal communications which we will track in our project management system RedBooth to ensure follow up and resolution but will not include in the tracking report unless it requires a deliverable. We anticipate a lot of communications and activities as issues arise and want to minimize obstacles or bureaucratic processes that may cause delays. We recommend the following approach for the City to assign tasks as they are identified.

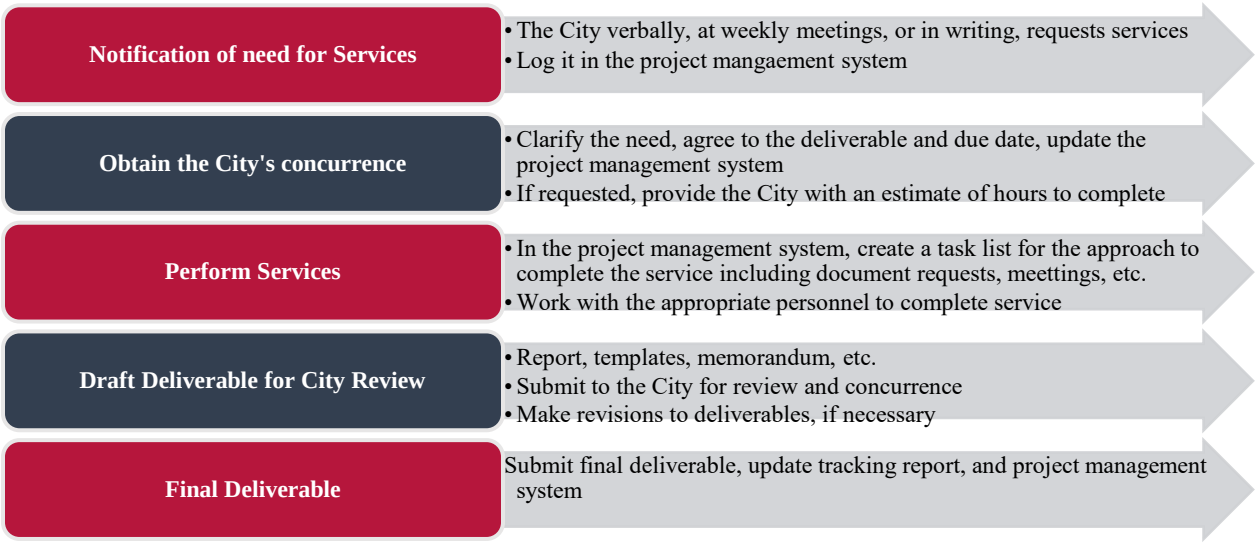


Figure 8. Tasks Request Process Flow.

We anticipate daily communications, weekly status conference calls, and monthly reporting to track needed assistance in a timely matter. The Project Manager will be available 24/7 to respond to the City.

4.1.5 Work Plan Submissions

We will submit a bi-weekly work plan including the projected tasks, due date, associated due date, and staffing plan in hours and dollars for the City's approval. Once approved, the due dates and deliverables for the approved tasks and subtasks will be entered in our project management system representing the work to be performed. We have successfully used this approach on similar

engagements where the tasks and subtasks vary.

4.1.6 Status Calls/Meetings

We strongly recommend, at a minimum, bi-weekly conference call to discuss the submitted Work Plan and obtain approval from the City to move forward with assigned tasks. We anticipate fluctuations in workload based on the funding of the ARPA in two (2) tranches. There will be an increase in cost reimbursement activity 120-150 days after grant awards based on receipt of funding tranches.

4.2 Approach to Providing Services

4.2.1 Proposed ARPA Compliance System - AIRRS

We can provide the City with an IT solution for reporting, tracking, and management of ARPA funds under **PRiSM American Investment Response & Report Services (AIRRS).** AIRRS is a platform providing an electronic tracking and reporting system for management of programmatic metrics, funding obligations, grants applications, subrecipient awards, and generating quarterly and annual reports. Our team will deliver end-to-end operational procedures and/or augment the City's contract and grant management processes. If the City elects this option, there is an annual license fee ranging from $10,000 to $15,000.

The figures shown are screenshots of the data collection and reporting capabilities in PRiSM. The following figure represents the interview/survey process for developing projects that are eligible under the Final Rule. ***Figures 9 and 10*** show the dashboard for tracking projects consistent with the Treasury Final Rule. The City will be able to have real time access to project information from expenditures to status of completion of the projects. ***Figure 11*** represents graphs of the required quarterly and/or annual reporting required for the Treasury. AIRRS can report the information in narrative, graphs, and pivot tables.

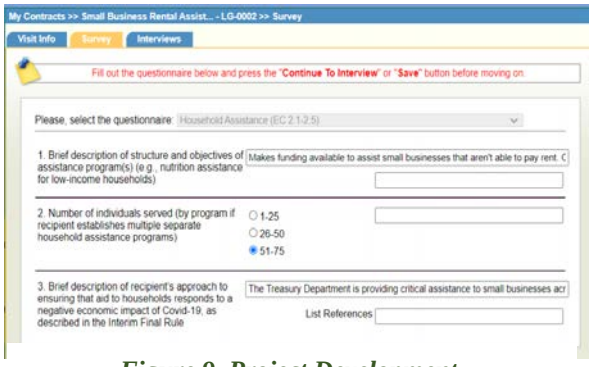


Figure 9. Project Development.

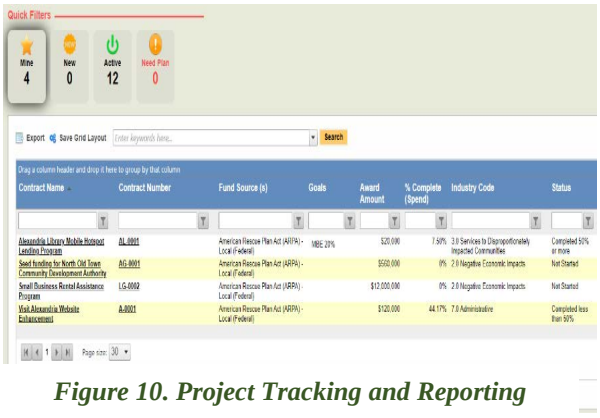


Figure 10. Project Tracking and Reporting

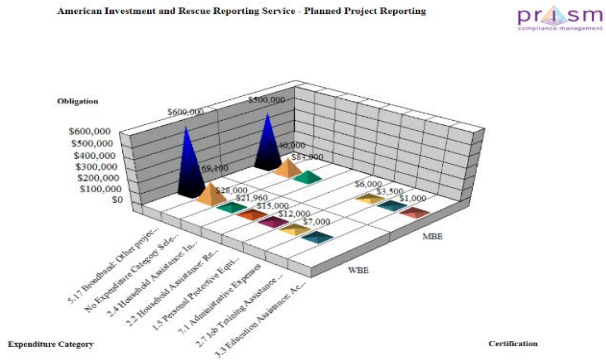


Figure 11. Annual Report Graphs.

4.2.2 Summary of Approach to Services

In the table below summarize some of the services we can provide in the areas of:

- Project Selection & Eligibility
- Public Notification & Involvement
- Bidding & Contracts/Wages
- Project Management
- Financial/Accounting Management/Reporting

Table 3. Summary of Grant Services.

Proposed Services	Summary of Approach	Deliverable (s)
PROJECT SELECTION & ELIGIBILITY		
Review and/or prepare Project Descriptions/Scopes and Risk Assessments	Review the proposed Projects and perform a project risk assessment relative to the Project's compliance with eligibility requirements per the Treasury FAQ and Final Rule. The risk assessments will include reviewing the Project description and justification and determining the appropriate use of funds categories; mapping the Project to an eligible ARPA category, compliance framework (source), and Treasury reference; determining the risk category (low, medium, high) based on agreed risk definitions; confirming the budgeted spending by project and determining the spending by risk category. Obtain a copy of the Project Proposals for approved and anticipated projects. Review the descriptions to ensure they are comprehensive, includes a justification, falls within the ARPA eligibility criteria, and have sufficient information as provided in the Treasury Guidance. In addition, we will maintain electronic files in the AIRRS system discussed in Section 4.2.1. AIRRS includes a module to evaluate approved projects based on the performance metrics and reporting standards approved for each project.	• Project Development • Project Risk Assessment • Project File Maintenance
Review and provide guidance on the approved ARPA Plan	We will review the proposed and/or approved budget and assist the City in full implementation. On existing contracts, we have recommended that City allocate a pool of funds to be awarded to not-for-profit organizations, small businesses, and other eligible non-public entities through a NOFO and subsequent grant award process. We recommended the types of grants awards based on the eligible criteria in the ARPA and worked with the agencies to do a community-based needs assessment to ensure the ARPA grants are most impactful to the community.	• Analysis and Recommendations
Assist with the development of performance metrics	We will assist in the development of performance metrics that comply with the Treasury Guidance. This includes prioritizing and organizing by eligible activity and the corresponding expenditure category. Based on the eligible activity and expenditure category, we will work with subrecipients and internal departments to develop performance metrics that comply with the Final Rule. This includes reviewing the project descriptions and all available documentation to obtain an understanding of the project, communicating with the subrecipient/internal department to discuss performance	• Project Performance Metrics

Proposed Services	Summary of Approach	Deliverable (s)
	metrics, documenting the performance metrics, and incorporating them in the subrecipient agreements.	
Develop grant related documentation for external subawards	We provide a range of deliverables for this service: • We will leverage existing grant application intake, review, and recommendation for award processes that we are utilizing for other agencies. This includes verifying with the City how applications will be accepted (i.e., on an existing platform with the City, directly to BMC's platform, etc.), evaluation criteria, evaluators (which may be a combination of City personnel for programmatic and BMC personnel for financial), processing time, and award notification. • We will leverage existing NOFOs we have prepared for ARPA funding and assist the City in ensuring they are consistent with the approved Projects. We will also assist the City in determining application submission and review process, evaluation criteria, submission requirements, award ranges, eligibility requirements, application submission and processing, eligible expenditures based on the NOFO and reporting requirements. We will also ensure that the NOFO includes information such as the draft subgrant agreement, list of eligible expenditures, information on supporting documentation, and reporting requirements and frequency. • We will leverage existing subrecipient agreements for ARPA funds. The subrecipient agreement will be consistent with the information in the NOFO including the list of eligible expenditures, information on supporting documentation, and reporting requirements and frequency. • For ARPA funding used for internal projections, we will leverage an existing Internal Memorandum of Understanding between that can be used to document the agreed use of ARPA funds for internal projects.	• Notice of Funding Opportunity • Grant Application • Subrecipient Agreement • Internal Memorandum of Understanding • Templates for budgets • Templates for financial reporting • Performance Metrics
PUBLIC NOTIFICATION & INVOLVEMENT		
Participate in meetings, debriefings, and presentations including public outreach events	As requested by the City, the Principal and Project Manager will be available for meetings, debriefings, and presentations with third parties. This may include preparation of oral presentations, debriefings, analysis, and other materials to present at the meeting. Upon notification of the meeting, we will have a planning call with the City, obtain an understanding of the purpose and participants for the meeting, agree to the meeting materials to be developed by BMC and their due date, and confirm how the meeting will be facilitated.	• Presentation materials • Surveys and follow up
Respond to public inquiries regarding use of SLFRF funds.	Upon written receipt of a public inquiry for response, we will track the inquiry in a tracking report, establish a task in our project management system, and assign it to appropriate BMC personnel. BMC will prepare a formal written response for the City's approval within three (3) business days of receipt unless otherwise indicated by the City. We will request an extension if we need more time to respond. In addition, we will notify the City if we are unable to provide a response due to lack of availability of information, relevance, or lack of clarity. For	• Written Response

Confidential and Proprietary. Not for Public Disclosure.

Proposed Services	Summary of Approach	Deliverable (s)
	responses we will first research the FAQs published by the Treasury, then Treasury guidance, 2 CFR Part 200, and other Federal guidance. If the inquiry is project specific, we will confer with the City to obtain the needed information.	
BIDDING & CONTRACT/WAGES		
Assist with drafting RFPs and bid solicitations for use of the City's ARPA designated Federal Recovery Funds and for designing and implementing scoring matrixes for the review of such proposals.	Our firm has extensive experience developing RFPs and other solicitations consistent with 2 CFR Part 200, specifically Sections 200.317 to 200.327, and Appendix II. There are specific provisions, procurement methods, pricing, and other requirements unique to 2 CFR Part 200. We review our clients existing purchasing policies and where necessary develop supplemental policies specifically for Federal grant awards. See ***Attachment 2*** for a sample of a contract we developed for an existing client. In addition, AIRRS also have procurement tracking and reporting functionalities that will allow RFPs to be entered and track through the system.	• Subcontracts including required Uniform Guidance Clauses • Scope of Services • Independent Cost Estimates
Assist in reviewing and analyzing solicitation responses to requests for proposals and bids for use of the City 's Fiscal Recovery Funds.	The proposed AIRRS system will allow BMC and the City to track RFPs, enter evaluation scores and comments from evaluators. BMC has Grants Specialist on our existing contracts that have direct experience reviewing and evaluating solicitations subject to Federal regulations who will assist in developing, evaluating, scoring, and recommending for award for solicitations.	• RFP Tracking System • Subcontract Evaluation and Award System •
PROJECT MANAGEMENT		
Overall management of contract	See Section 4.1 for our detailed approach to project management.	• Project Reports • Status Calls • Project Management System
FINANCIAL/ACCOUNTING MANAGEMENT/REPORTING		
Assist in funds administration and control procedures of grant proposals selected for funding and stablishing an internal financial tracking system to ensure funds are expended within established timelines, recorded appropriately in the accounting system, and generate information needed for periodic reporting to the granting agency.	BMC has two (2) solutions to providing these services 1) electronic ARPA compliance system or 2) manual system. For the electronic data collection and tracking system, we utilize the PRiSM American Investment Response & Report Services System (AIRRS). See Section 4.2.1 for more information concerning AIRRS. AIRRS is a web-based system designed to award and administer grant funds, perform grant management, track fund obligations, collect programmatic data, and define economic impact. The City, subrecipients, subcontractors, and other third party can access this system to submit grant applications, award grants, submit cost reimbursement requests, submit programmatic reports, monitor socioeconomic goals, track obligations and expenditures, send notifications and alerts to users such as reporting reminders, and for managing funds. This system is currently being sed by State and local government agencies for their labor and DBE compliance. This approach is more expensive and recommended for Cities and Cities that receive $25 million or more of ARP funding. Our manual tracking system ensures that all the same information is tracked through excel files and project reporting.	• Project Expenditure Reports • Treasury Reporting Requirements • Subrecipient Expenditure and Performance Reporting • Subcontract Financial Reports

Confidential and Proprietary. Not for Public Disclosure.

Proposed Services	Summary of Approach	Deliverable (s)
Assist in development of policies and procedures for administrative, accounting and grant compliance oversight.	We will leverage existing policies and procedures that we developed for other agencies which are compliant with 2 CFR Part 200, Treasury Guidance, applicable local regulations, and other requirements. The key areas include procurement, grant award, cash management, subrecipient monitoring, financial management system, internal controls, and reporting.	• Uniform Guidance compliant policies and procedures
Develop subrecipient monitoring tool and perform monitoring	We will leverage existing subrecipient monitoring programs that we are using with other agencies to perform ARPA subrecipient monitoring in compliance with Uniform Guidance, Treasury Final Rule, and other Federal guidance. We will customize the work programs to comply with any City or grant specific requirements. The monitoring will include risk assessments for all subrecipients to determine the nature, timing, and extent of the monitoring.	• Risk Assessment including Scorecard • Individual subrecipient risk assessment • ARPA monitoring program • Conduct individual subrecipient monitoring
Assist with preparation of monitoring and/or audit responses to findings and/or concerns.	We will assist the City in preparing for monitoring by performing internal Quality Control Reviews, ensuring policies and procedures are operating as designed, and tracking all audit inquiries and working with the City to address them until resolved.	• Internal Quality Control Revies • Responding to audit request and other inquiries • Tracking audit inquiries
Provide training and technical assistance	As the City or our team identifies technical assistance and/or training needs, we will leverage existing information we are using with other agencies such as training webinars. Upon City approval, for any training or technical assistance, we will agree on the nature, timing, extent, participant, level of effort, and the final deliverable. If we determine that the inquiry could potentially be from a whistleblower or require further investigation, we will notify the City immediately and recommend reporting it to the Federal Whistleblower hotline.	• Technical Assistance Summaries or other deliverables • Facilitate Training Webinars • Prepare training materials
Track, review, and process reimbursement requests	We will leverage existing reimbursement forms, and checklists that we are using with other agencies. We strongly recommend providing subrecipients with a cost reimbursement form consisting of instructions, a list of eligible expenses, and the applicable supporting documentation. Each reimbursement form will be logged in as a separate task in our project management system and on the tracking reports where they will be tracked until completion. Reimbursements will be processed within five (5) business days of receipt with BMC recommending payment of those expenses that meeting the eligibility and supporting documentation requirements. If requested reimbursements are deemed ineligible, BMC will notify the City and the subrecipient and request resubmission of the reimbursement request with only eligible costs.	• Processed claims for reimbursements • Tracking reports • Claim reimbursement template
Grant Closeout	We will leverage existing grant closeout procedures that we have successfully used at the Federal, State, and local level that comply with Uniform Guidance §200.344 Closeout including a closeout checklist, workbook for reconciliation of grant funds	• Reconciliation of project funds to accounting system

Confidential and Proprietary. Not for Public Disclosure.

Proposed Services	Summary of Approach	Deliverable (s)
	to accounting system, eligibility post-award assessment, final reporting of obligated and expended balances, samples letters for recapture/refund if unexpended advanced funds, and other relevant documentation.	• Grant closeout our certifications and representations • Complete File Package

4.2.3 Project Reports

Below is a summary of the reports we provide for this type of work.

Table 8. Proposed Reporting Schedule & Frequency.

Report	Purpose/Description	Frequency
Monthly Status Report	This report will consist of, but not be limited to, assignment, work completed, work projected for the next reporting period, challenge/resolutions, and open items.	5th business day of each month
Project Reports	We will use AIRRS and/or our project management system to track, on a project basis, project status, obligations, expenditures, and balances.	5th business day of each month
Work Plan	Includes the projected tasks, due date, associated due date, and staffing plan in hours and dollars for the City's approval.	Bi-Weekly
Problem Resolution Log	An Excel report that tracks all project related problems, the date identified, person responsible, resolution, date resolved, and a description. Maintained by the PM.	5th business day of each month

4.3 Quality Control Plan

BMC will design a Quality Control Plan (QCP) consisting of a comprehensive quality program to ensure quality and timely performance and to prevent, detect, and/or correct any deficiencies prior to submission of deliverables to City. Our framework leverages industry best practices by focusing on three critical elements: quality planning, quality assurance, and quality control as shown in the figure below.

Figure 12. The BMC Team's Quality Framework Ensures High Quality and Standards.

The three elements are defined as follows:

- ***Quality Planning*** (QP) is the process that identifies the quality standards that are relevant to the City project and determines how to fulfill them.

- ***Quality Assurance*** (QA) is the process of ensuring each task order meets relevant quality standards. This is accomplished through peer reviews, the City reviews, and product reviews by our Quality Control Team.
- ***Quality Control*** (QC) is the process of monitoring and managing quality issues to ensure compliance is maintained. It also includes the objective reporting of quality issues to BMC team leadership and to our client.

Our Quality Control Plan capitalizes on the experience, skills, and expertise of each member of the team. We use a pyramid approach to quality service allowing different levels of QC depending on the deliverable. The QC level is determined by the deliverable and the staffing. As a team, we hold each team member accountable for providing the highest level of service and support this accountability through cross-functional quality control checks, peer reviews, and internal reviews. We understand that a strong QC process involves checks and balances throughout the project well before deliverables are provided to the client.

We will develop the Quality Control Plan upon award of this contract.

5. REFERENCES

5.1 City of Sun Prairie

Government/Company Name: City of Sun Prairie, Contract#: 21-FIN25
Address: 300 E Main Street, Sun Prairie, WI 53590
Contact Person/Title: Caitlin Stene, Director of Administrative Services
Phone: 608-622-1502 **Email**: cstene@Cityofsunprairie.com
Contract Period: 6/2020 to 12/31/2026
Scope of Work:

We are providing the following services for the ARPA Funds:

- Assist with review of grant requirements, guidance, and interpretation in accordance withuniform guidance referencing 2 CFR §200.
- Assist in funds administration and control procedures for the review of grant requirements, guidance, and interpretation.
- Assist in funds administration and control procedures of grant proposals selected for funding.
- Assist in developing policies and procedures for administrative, accounting, and grant compliance oversight.
- Advise on the proper fund structure, accounting standards, internal controls, and compliance.
- Assist with creation and maintenance of project files. These files must demonstrate compliance with all applicable state, local and federal regulations.
- Assist with compliance and monitoring of subrecipients and beneficiaries, including review of funding requests submitted by subrecipients as well as auditing for appropriate controlsand documentation, if applicable.
- Assist in establishing an internal financial tracking system to ensure funds are expended within established timelines, recorded appropriately in the accounting system, and generate information needed for periodic reporting to the granting agency, if applicable.
- Assist with conducting required risk assessments and review of internal controls.
- Assist with preparation of project files identified as the subject of monitoring visits and/oraudits by any requesting entity.
- Assist with preparation of monitoring and/or audit responses to findings and/or concerns.
- Provide support as required to meet all stated deadlines to meet American Rescue Plan required timelines to recover full reimbursement.

Confidential and Proprietary. Not for Public Disclosure.

- Meet with federal representatives, and/or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.
- Assist the City in completing the appropriate documentation required for federal grant funding, and the submittal of all eligible expenditures to the appropriate agencies, andwithin the required deadlines.
- Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.
- Assist with developing closeout strategies and procedures for the City and assist the Citywith implementation of those strategies and procedures.
- Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.
- Use generally accepted accounting (GAAP) principles in conducting any of the services pursuant to the contract.
- Collaborate with local government on project formulation; information gathering; project development.

5.2 City of Middleton, WI

Government/Company Name: City of Middleton
Address: 7426 Hubbard Avenue, Middleton, WI 53562
Contact Person/Title: Bill Burns, Assistant City Administrator/Finance Director
Phone: 608-821-8236 **Email**: bburns@cityofmiddleton.us
Contract Period: 1/3/2022 to 12/31/2026
Scope of Work:

We are providing the following services:

Development and Planning:

- Review existing plan and implement strategies designated to maximize federal assistance by collaborating with City staff on project formulation; information gathering; project development (review and refine project's scope, including cost estimating that will be the basis of each project, define measurable performance outcomes and outputs)
- Provide expert programmatic and policy advice on ARPA programs
- Provide support for strategic planning and coordination of all recovery efforts
- Conduct and coordinate community engagements at the request of the City
- Identify potential improvements and maximize public assistance/American Rescue Plan Act funding
- Represent the City and attend meetings with the City Council, community, stakeholders, and U.S. Treasury

Program Coordination, Compliance and Reporting:

- Provide oversight and guidance to guarantee compliance with the U.S. Treasury Interim Final Rule, 2 CFR 200, and assist with any requests for information, justification, and eligibility requirements
- Coordinate and manage reports with City staff
- Coordinate with stakeholders and sub-recipients to obtain all cost and necessary back-up documentation to develop, monitoring, as well as revise and submit reports
- Develop program guidelines, policies, procedures, implementation plans, or other pertinent documents
- Prepare and conduct the close-out process, ensuring maximum retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits
- Prepare for and respond to reviews and audits for on-going and completed projects
- Prepare formal audit responses and justifications; attend associated meetings and hearing as needed
- Keep track and monitor consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics)

Confidential and Proprietary. Not for Public Disclosure.

5.3 City of Columbus

Government/Company Name: City of Columbus
Address: 90 West Broad St., Columbus, OH 43215
Contact Person/Title: Lucie McMahon
Phone: 614-400-5453 **Email**: LMMcMahon@columbus.gov
Contract Period: 01/22/2022 - 01/23/2024
Scope of Work:

The BMC team assists with the following:

- Review of grant requirements, guidance, and interpretation in accordance with uniform guidance referencing 2 CFR §200.
- Funds administration and control procedures for the review of grant requirements, guidance, and interpretation.
- Funds administration and control procedures of grant proposals selected for funding.
- Developing policies and procedures for administrative, accounting, and grant compliance oversight.
- Advise on the proper fund structure, accounting standards, internal controls, and compliance.
- Creation and maintenance of project files. These files must demonstrate compliance with all applicable state, local, and federal regulations.
- Fiscal and programmatic monitoring of subrecipients of HUD's Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) and the Treasury's State and Local Fiscal Recovery Fund (SLFRF) and Emergency Rental Assistance Program (ERA) which are new grant programs implemented under the American Rescue Plan Act (ARPA) enacted to address the economic impact of COVID.
- Establishing an internal financial tracking system to ensure funds are expended within established timelines, recorded appropriately in the accounting system, and generate information needed for periodic reporting to the granting agency.
- Conduct required risk assessments and review of internal controls.
- Preparation of project files identified as the subject of monitoring visits and/or audits by any requesting entity.
- Preparation of monitoring and/or audit responses to findings and/or concerns.
- Project Evaluations as required.
- Other grant administration-related activities and technical assistance as needed.

5.4 U.S. Department of Housing and Urban Development, Office of Housing and Counseling (HUD/OHC)

Government/Company Name: U.S. Department of Housing and Urban Development, Office of Housing and Counseling (HUD/OHC)
Address: 451 7th Street S.W., Washington, DC 20410
Contact Person/Title: Qiana Roberts, Contracting Officer
Phone: 202-402-2634 **Email**: Qiana.K.roberts@Hud.gov
Contract Period: 10/1/2014 to 7/31/2019
Scope of Work:

We conducted cradle-to-grave grant management services — from pre-award to grant closeout for local and state agencies, non-profits, and tribal organizations. For pre-award, we review applications and grant execution packages, conduct financial capability assessments, perform financial management system reviews, and recommend the approval or rejection of applications and grant management. For post-award, we conduct onsite financial audit/reviews of grantees throughout the United States to evaluate and assess their level of compliance with 2 CFR Part 200, administrative and programmatic requirements and perform grant closeout. For HUD/OHC, NPS, and SSA our services include developing the assessment procedures for performing financial and accounting system reviews, developing onsite assessment questionnaires, assessment tools, and providing a standard site visit confirmation letter and a checklist. We conduct interviews and meetings with OHC, NPS, and SSA staff to gather information on program policies and structure to develop an understanding of financial requirements of local and State agencies and tribal and

non-profit organizations.

We developed the financial and programmatic monitoring/review procedures referred to as a "Financial and Administrative Review (FAR)" used to determine compliance with the HUD grant and Federal regulations including 2 CFR Part 200. We used attestation standards to assess approximately 400 subrecipients that received various housing-related grants. Subrecipients included non-profit organizations, state and local agencies, and tribal organizations. As a part of determining the types of compliance activity (i.e., desk review, full-scope review, etc.), we developed a risk-based approach to determining the nature, timing and extent of oversight and monitoring/review. We established risk factors and risk categories (low, medium, high) and scored each grant recipient and subrecipient based on agreed upon risk factors. We created a three-year database, in Excel, of critical grant data including award amount, prior audit findings, single audit findings, number of eligible entities or subrecipients, amount reimbursed (captured), and review findings, to compute the risk scores based upon the agreed upon risk factors. For those recipients that had a low-risk score, they received a desk review; medium risk score, a limited scope review; and high-risk score, a full review. We developed different procedures for each type of review. We performed approximately 148 desk, limited and full assessment reviews annually based on the risk-based approach.

5.5 National Forum for Black Public Administrators (NFPBA/I4x) – City of Las Vegas

Government/Company Name: National Forum for Black Public Administrators, Institute for Excellence in Public Administration (NFPBA/I4x) for the City of Las Vegas
Address: 2107 North First Street, Suite 470, San Jose, CA 95131
Contact Person/Title: Byron Marshall, C-Managing Partner
Phone: 512-626-9534 **Email:** byron@i4xnps.com
Contract Period: 4/2022 – 12/2022
Scope of Work:

Working as a subcontractor to NFBPA/i4x, for the City of Las Vegas we reviewed 76 internal and external ARPA funded projects to assist in the development of performance metrics and to determine the allowability of proposed budgets. We are assisting Management Partners and i4x by reviewing 76 projects, specifically the Grant Orientation Workbooks, applications, and other documents submitted. For each reviewed project, we complete a comprehensive checklist where we develop questions for clarification of the projects and identify missing documentation. The completed checklists will be used to develop and negotiate performance metrics with subrecipients (external) and City departments (internal). As requested, we will conduct individual outreach to recipients to formalize agreements.

Confidential and Proprietary. Not for Public Disclosure.

6. FEE SCHEDULE

Labor Category	Hourly Rate
Principal/Program Manager/Senior Manager	$285.00
Project Manager	$110.00
Grants Manager	$110.00
Senior Grants Specialist	$95.00
Senior Auditor	$95.00
Auditor	$75.00
Grants Specialist I	$75.00
Project Editor	$60.00
Project Coordinator	$48.00
License for AiRRS Compliance System	$10,000.00

ASSUMPTIONS

There is not sufficient information provided in the solicitation to estimate hours by labor category. Accordingly, we are proposing the above hourly rates.

We are proposing an annual escalation for all labor categories of 3%.

Confidential and Proprietary. Not for Public Disclosure.

APPENDIX 1 – BUSINESS LICENSE

Maryland
DEPARTMENT OF LABOR

Results for Active Licensed Certified Public Accountants: 1

Name	Address	City	State	Zip	Expiration	Category	Reg. #
BOOTH MANAGEMENT CONSULTING, LLC	7230 LEE DEFOREST DRIVE SUITE 103	COLUMBIA	MD	21046	2024-04-15	CPA LIMITED LIABILITY COMPANY	40609

Confidential and Proprietary. Not for Public Disclosure.

APPENDIX 2 – PEER REVIEW

Manning & Associates
Certified Public Accountants, LLC
John M. Manning, CPA • Sandra L. Comer, CPA • John C. Bensman, CPA • John M Keller, CPA

Report on the Firm's System of Quality Control

To the Member of
Booth Management Consulting LLC
Certified Public Accountants
and the Peer Review Committee of the
Maryland Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Booth Management Consulting LLC, Certified Public Accountants (the firm) in effect for the year ended February 28, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Dayton | 6105 N. Dixie Drive | P.O. Box 13449 | Dayton, Ohio 45414
(937) 898-3167 | Fax (937) 898-9202 | Email: dayton@manningcpallc.com

Sidney | 500 Folkerth Avenue | Sidney, Ohio 45365
(937) 492-0386 | Fax (937) 492-3262 | Email: sidney@manningcpallc.com

America Counts On CPAs®
www.manningcpallc.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Booth Management Consulting LLC , Certified Public Accountants in effect for the year ended February 28, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail*. Booth Management Consulting LLC. Certified Public Accountants has received a peer review rating of *pass*.

Manning & Associates CPAs, LLC

Manning & Associates CPAs, LLC
Dayton, Ohio

July 22, 2020

APPENDIX 3 – RESUMES

Program Manager – Robin Booth, CPA

Robin Booth, CPA — Audit Program Manager	
Education	BS Accounting, Bowie State University
Training/ Systems/ Certifications	• Certified Public Accountant • AICPA Certified COSO Internal Auditor • AICPA Certified Project Manager • Certified QuickBooks Pro Advisor • Certified eFAACT Government Accounting System Advisor • 25 years government accounting and auditing experience • 22 years project management experience • 17 years acquisition and procurement experience • 15 years system design and implementation experience • 8 years FTA experience • Proficient in Microsoft Office Suite
Relevant Experience	***Audit Principal, Booth Management Consulting, November 1998- Present*** Ms. Booth is Principal of Booth Management Consulting, LLC (BMC), which she founded in 1998. Her primary responsibilities include project and contract management for firm contracts including accounting services, internal control engagements, audits, due diligence and quality assurance services, accounting, financial, and management consulting projects for various federal, and state and local governments and private sector enterprises. Ms. Booth has more than 25 years of relevant experience and knowledge of federal accounting and auditing standards, policies, and procedures such as 2.CFR Part 200, Uniform Guidance, GMRA, FFMIA, FMFIA, FISMA, GAGAS ("Yellow Book"), GAAP, USSGL, CFO Act, Improper Payment Act, SCRUM, and the Taxpayer Accountability Act. For the CARES Act and American Rescue Plan (ARPA) programs managed by the U.S. Treasury Department, Ms. Booth leverages her 25+ years of Federal, State, local and nonprofit grants management and in-depth knowledge of the Uniform Guidance to successfully navigate clients through the new and evolving programs enacted due to the COVID National Pandemic including the State and Local Fiscal Recovery Funds (SLFRF) and Emergency Rental Assistance Programs (ERAP). Ms. Booth created the ARPA Team consisting of BMC auditors, grants specialists, and analysts, who have been specially trained to provide ARPA grants management and monitoring services. This team is currently working with eight (8) clients consisting of the Federal and State governments and municipalities (Cities, Counties, and Towns). This team provides the following services: • Development of project descriptions including performing project risk assessments, scorecards, budgets, and procurement plans for internal projects.

Confidential and Proprietary. Not for Public Disclosure.

Robin Booth, CPA — Audit Program Manager

- Strategic planning and development of ARPA budgets including the revenue loss computations, infrastructure projects, community outreach,
- Preparation of the required quarterly (and/or annual) reporting.
- Development of core documents in compliance with the Uniform Guidance including subrecipient agreements, subcontracts, risk assessments, financial and performance report templates and toolkits, budget formats, and a tool to determine eligible activity.
- The team has developed policies and procedures in the areas of procurement, internal controls, subrecipient monitoring, cost principles (i.e., determining allowability of submitted request for reimbursement), and grant related accounting.
- Development of Notice of Funding Opportunities and managing the grant application process from intake to evaluation for awards
- Providing a platform/IT solution (AiRRS) for submitting applications, monitoring subrecipient agreements and subcontracts, accepting and monitoring financial and performance metrics reporting, accepting, and processing request for reimbursement, and expenditure reporting as required by Treasury.
- Responding to internal and external inquiries.
- Providing training and technical assistance to clients and subrecipients.
- Serving as a liaison to clients with the Federal government, subrecipients and general public.

Ms. Booth is the principal on the following ARPA related contracts:

- City of Sun Prairie
- City of Middleton
- City of Columbus
- City of Las Vegas
- Luzerne County
- Mississippi Department of Employment Security
- University of Washington

Ms. Booth has conducted training to Federal, State, Local, and non-profit organizations on the Uniform Guidance, CARES Act and SLFRF grants management and subrecipient monitoring.

Ms. Booth was also the principal on the following Federal government and not for profit grants related contracts.

Grant Management

U.S. Department of Housing and Urban Development, Office of Housing Counseling (2014 to Present)

Under this contract, Booth Management Consulting conducts financial and administrative reviews, using agreed-upon procedures, of over 100 participating agencies in HUD's Housing Counseling Program to evaluate and

Confidential and Proprietary. Not for Public Disclosure.

Robin Booth, CPA — Audit Program Manager	
	assess their level of compliance with financial and administrative requirements for organizations that receive federal grant assistance including their financial stability and internal controls. For outstanding financial findings and recommendations resulting from on-site financial and administrative reviews, action plans, and financial analysis, we assist HUD in follow-up and closeout activities and prepare final closeout letters to HUD and the participating agency. **NeighborWorks (2016 to Present)** Team of eight auditors performing Financial Capability reviews to over 200 subrecipients including State Housing Finance Authorities, National Intermediaries, Housing Counseling Subrecipients, and affiliate organizations of NeighborWorks to verify their financial and programmatic compliance with the grant agreement, OMB guidance, Notice of Available Funding, and other requirements for their National Foreclosure Mitigation Counseling grants. Their reviews are conducted consistent with Generally Accepted Government Auditing Standards which encompass the Statement for Standards on Attestation Engagements. We also handle the follow-up and appeals process as required for subrecipients. **U.S. Department of Transportation, Federal Transit Administration (2010 to 2014)** On-site team of four (4) accountants/auditors provide assistance with financial statement preparation and support services for the grant accrual process to assist FTA in complying with policies mandated by the Chief Financial Officer (CFO), and support the accelerated due dates for agency submission of unaudited financial statements and related packages imposed by the Office of Secure Transporation (OST), Office of Management and Budget (OMB), and Treasury.

Confidential and Proprietary. Not for Public Disclosure.

Grants Manager – Marilyn Lockman

Marilyn Lockman — Grants Specialists, II	
Education	**Bachelor of Science in Business Administration, Trinity University, Washington, DC, 2008**
Training/ Systems/ Certifications	• Proficient in Windows, Microsoft Office, MS Word, PowerPoint, Excel • Google Cloud Based Services for Businesses (Chrome, Mail, Drive/ Docs, Calendar, Sheets, Sites, etc.) • Salesforce • Compliance Auditing, Graduate School USA – Washington, DC • Homebuyer Education Methods: Training the Trainer, NeighborWorks Training Institute - Philadelphia, PA Financial Capability Certification, NeighborWorks America (In Progress) • Mastering Excel Functions and Formulas, Rockhurst University CEC, Inc. - Virtual Classroom Public Speaking, NeighborWorks Training Institute - Portland, OR • Business Writing for Managers, Realty Management – Bethesda, MD • Coordinator, Financial Peace University • Certified Compliance and Ethics Professional, Society for Corporate Compliance and Ethics
Relevant Experience	**Grants Auditor/Analyst** **Booth Management Consulting LLC, Columbia, MD** **April 2022 to Present on the following projects:** • ***City of Sun Prairie*** • ***City of Middleton*** • ***City of Columbus*** • ***City of Las Vegas*** Provides 1) assistance with the development of ARPA budgets; 2) performing project risk assessments and budgets in compliance with the Treasury's Interim and Final Rules, 2) meeting with department heads to develop projects; 3) developing Notices of Funding Opportunities (NOFO) and grant application intake and processing; 4) development of subrecipient and subcontract agreements; 5) performing on-going subrecipient monitoring including review of financial and programmatic monthly/quarterly reports; 6) developing risk assessment tools and pre-award and post-award risk assessments of subrecipients; 7) based on the risk assessments, performing desk reviews or remote/on-site subrecipient monitoring on an annual basis; 8) assisting with the preparation of Treasury reports; 9) processing subrecipient request for reimbursements; 10) responding to public inquiries; 11) providing training and technical assistance to Cities and subrecipients; and 12) facilitating meetings, community outreach, and other internal and external communications associated with ARPA. **HCN Program Manager** **National Community Reinvestment Coalition, Washington, DC** **September 2021 to March 2022** • Managed a Housing Counselling Network of 26 HUD Certified Housing Counselling Agencies • Stood up a $1.1 million Federal pass through grant program, awarding

Confidential and Proprietary. Not for Public Disclosure.

Marilyn Lockman — Grants Specialists, II

15 HUD Certified Housing Counselling Agencies $839,000 in support of eviction and foreclosure prevention counselling
- Conducted monthly and ad hoc training webinars to ensure grantee compliance with Federal grant fund requirements
- Updated compliance monitoring and testing standard procedures according to 24 CFR 214 and other governing documents
- Oversaw coordinator compliance reviews, finalize and issue determination letters
- Prepared reports, provide data/analysis to staff, leadership, and external stakeholders
- Monitored grantee eligibility for grant payments and additional opportunities according to grant policies and procedures, industry standards and best practices
- Provide done on one technical assistance and training to HUD Certified Housing Counselling Agency leadership

Grants Specialist, Washington, DC
Neighborworks America, Washington DC
December 2019 to August 2021

- Developed and conducted training for internal staff and personnel at over 260 Network organizations
- Responsible for grant processing according to organization policies and procedures
- Led to $146,666,318 in grants during FY 20 to Network and Non-Network organizations supporting Housing and Community Development work, nationwide
- Prepared reports, providing data/information to staff, leadership, and external stakeholders
- Worked with the Information Technology department to prepare, design, and test applications in the organization's online grants management system
- Monitored grantee eligibility for grant opportunities according to approved grant policies and procedures, including non-network grantee audits and annual reporting requirements

Compliance Specialist
Neighborworks America, Washington, DC
March 2017 to September 2019

- Developed system that streamlined compliance and monitoring for 200 grantees and 3 major grant programs
- Assisted in development of program documents (Grant Agreement and Addendums, Events of Default and Remedies Policy, etc.), compliance testing templates, notification letters and various other documents
- Responsible for daily compliance monitoring of grantees receiving funds to provide Financial Capability counselling/coaching services through a $122.5 million grant program
- Conducted compliance audits, initiated fund recapture in cases where findings were not resolved
- Provided technical support and training to grantees to ensure understanding of program compliance requirements

Confidential and Proprietary. Not for Public Disclosure.

Marilyn Lockman — Grants Specialists, II

Specialist
Neighborworks America, Washington, DC
February 2013 to December 2014

- Designed and implemented process by which 92 grant receiving organizations reported quarterly and closeout activity on $9 million in program funding
- Aided in the development of the reporting process for new grant programs within the division
- Responsible for the 5-part reporting process - distributing, collecting, tracking, classifying, and summarizing quarterly reports for ninety-two grant receiving organizations
- Provided data analysis Program Director
- Designed and created all program reporting forms, response files and accompanying instructional guides using Adobe X Pro
- Developed training materials and technical documents
- Coordinated training webinars for housing counsellors and program staff nationwide
- Managed internal and external facing program sites on the internet - including updates, announcements, and content changes
- Reviewed and scored grant applications
- Provided analytical and general support for special projects

Sector Liaison/Case Manager
Government of The District of Columbia, Washington, DC
Department of Employment Services, Office of Youth Programs
March 2008 to May 2011

- Served as Sector Liaison to over 20 District agency partners and provided program support to these agencies and the 4,000+ youth they employed
- Served as "Disconnected Youth Coordinator", working to provide job opportunities through the district's "First Source" agreement
- Conceptualized, planned, organized, and spearheaded "Ready to Work!" Pilot Workforce Development Training Series, coinciding with an eight-week Summer Employment Program
- Taught job-readiness skills to prepare program members for the workforce (drafted related training materials)
- Performed site visits to ensure that employers and employees complied with contracts and agreements
- Coordinated referrals on a wide variety of community-based resources and services for young adults
- Developed relationships with various professionals, community-based organizations, and sister agencies to provide a better menu of services for District youth

Confidential and Proprietary. Not for Public Disclosure.

Audit Manager – Vonyette Grant

Vonyette Grant — Audit Manager	
Education	**M.B.A. (Major: Finance/ Project Management), Walden University Baltimore, MD, 2007-2009** **Bachelor of Science Degree / Major: Accounting, Bowie State University Bowie, MD, 1994-1999**
Training/ Systems/ Certifications	• CPA candidate • Certificate of completion/ Incurred Cost Submission Training, Washington, D.C., 2011 • Proficient in Microsoft Office; specialized knowledge in ERP software • Regulatory Compliance and Reporting General Accounting and Month End Reporting • Domestic and International Corporate Taxation Execution of Audit Testing & Negotiation • Accounts Payable, Accounts Receivable and Reconciliations Forecasting, Budgeting & Variance Analysis
Relevant Experience	**Audit Manager, Booth Management Consulting (BMC), Columbia, MD, May 2015—Present** ***2018 to Present Audit Manager on the following related projects:*** • ***Mississippi Department of Employment Security MDES)*** • ***Texas Department of Housing and Community Affairs (TDHCA)*** • ***City of Sun Prairie*** • ***City of Middleton*** • ***City of Las Vegas*** • ***City of Columbus*** Due to the similarity of the contracts, Ms. Grant is the Audit Manager on contracts performing cradle to grave grants management services including financial and performance monitoring for the following grants: 1) ARPA grants; 2) multiple CARES Act grants relative to workforce; 2) Workforce Innovation and Opportunity Act (WIOA); 3) Senior Community Service Employment Program (SCSEP); 4) Mississippi Apprenticeship USA (MAP); 5) Governor's Grant and 6) Opioid Grant. For the CRF grant funds, we are receiving and reviewing reimbursement requests and determining if eligible expenses have been quantified and accurately presented for reimbursement. Ms. Grant ensures execution of the approved Project Management Plan, Quality Control Plan, and approved work program. Assign tasks to teams, oversee the completion of the tasks, responsible for ensuring tasks are completed by the agreed upon due dates. Review 100% of all work papers working closely with the Principal on the Quality Control Team. Ms. Grant is supported by grants specialists, auditors, and analysts assigned to each of the contracts who work closely with staff auditors to perform the work. Her current level of effort on all contracts is approximately 50%. Accordingly, she is available to perform as the Audit Manager on any new related contracts.

Confidential and Proprietary. Not for Public Disclosure.

Vonyette Grant — Audit Manager

Ms. Grant's major accomplishments include the following:

- Development and update of the work program for workforce programs.
- Developed the risk factors and risk assessment tool currently in use by MDES for determining the nature, timing, and extent of the monitoring activities.
- Developed a desk review process for low-risk engagements.
- Developed work program for Coronavirus Relief Fund (CRF) and American Rescue Plan (ARPA)

Due to the excellent contract performance, the contract was expanded to include the CRF and ARPA programs.

Office of Housing and Urban Development, Quality Audit and Technical Assistance for the Comprehensive Housing Counseling Grant Program,

- Successfully completed Financial Analysis, Action Plan, and Technical Assistance and FARS for assigned agencies in a timely manner. Conducted onsite meetings with Subrecipients to discuss required implementation strategies for efficiency and effectiveness as well as provided recommendations on current processes were warranted

NeighborWorks / Project Reinvest Contracts

- Conducts assigned audit/review engagements successfully from beginning to end.
- Identifies and communicates issues raised, offering recommended solutions relevant to business and risk.
- Supervises Analysts/Auditors assigned to engagements providing guidance and overall review of deliverables

Defense Contract Audit Subrecipient (DCAA)
United States Subrecipient for International Development (USAID)

- Manage audit teams performing different types of contract audits, including Incurred Cost, Proposal, Cost Accounting Standards, Labor, Internal Controls, Provisional Billing Rates in accordance with Government Auditing Standards, Floor check, Adequacy and Compliance of Disclosure Statements, Paid Voucher Reviews, Forward Pricing Rate, and Billing Systems. Audits are performed in accordance with Government Auditing Standards (GAAS), Generally Accepted Accounting Principles (GAAP) Federal Acquisition Regulations (FAR) and agency acquisition regulations using standard work programs either developed by BMC or the standard work programs issued by the Defense Contract Audit Subrecipient (DCAA). Interprets and applies the Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations (DFARS), and Cost Accounting Standards (CAS).
- Review draft audit reports including audit findings, conclusions and recommendations covering audit assignments
- Participate in meetings with contractor and acquisition personnel to discuss fiscal monitoring plans, present findings, or resolve material audit issues identified

Confidential and Proprietary. Not for Public Disclosure.

Senior Grants Specialists – Hayward Coe, CPA

Hayward Coe, CPA – Senior Grants Specialists	
Education	**Bachelor of Science in Accounting, Bradley University, Peoria, Illinois**
Training/ Systems/ Certifications	• Certified Public Accountant, District of Columbia, #43615 • Grants Management Certificate
Relevant Experience	**Booth Management Consulting LLC, Columbia, MD** **April 2021 to Present on the following projects:** • ***City of Sun Prairie*** • ***City of Middleton*** • ***City of Columbus*** • ***City of Las Vegas*** • ***Luzerne County*** Mr. Coe is the Grants Specialists for the ARPA Team. Working under the direction of the Grants Manager, He provides 1) assistance with the development of ARPA budgets; 2) performing project risk assessments and budgets in compliance with the Treasury's Interim and Final Rules, 2) meeting with department heads to develop projects; 3) developing Notices of Funding Opportunities (NOFO) and grant application intake and processing; 4) development of subrecipient and subcontract agreements; 5) performing on-going subrecipient monitoring including review of financial and programmatic monthly/quarterly reports; 6) developing risk assessment tools and pre-award and post-award risk assessments of subrecipients; 7) based on the risk assessments, performing desk reviews or remote/on-site subrecipient monitoring on an annual basis; 8) assisting with the preparation of Treasury reports; 9) processing subrecipient request for reimbursements; 10) responding to public inquiries; 11) providing training and technical assistance to Cities and subrecipients; and 12) facilitating meetings, community outreach, and other internal and external communications associated with ARPA. **Senior Finance Consultant** **Robert Half Management Resources, West PALM, Miami, FL** **June 2017 to Present March 2021** • Responsible for managing clients' post-award management activities, including monitoring the financial performance of grants and contracts to ensure compliance with client and sponsor policies and consistency with sponsor-approved budget • Perform financial review and control activities, such as personnel charges, expense review and approval, account extensions, and closeout activities, preparing monthly forecast projections • Handle payroll distribution and certification, cost sharing and matching requirements, other terms, and conditions of the award; and preparing annual and final reports and financial analysis for faculty and PIs • Oversee and lead budgeting and planning process in conjunction with senior management, monitor progress and inform leadership on organizations financial status • Perform financial transactions, such as approving credit card charges, reimbursements, and travel reports, ensuring the accuracy of grants related transactions in conjunction with CFR 200, Subpart

Confidential and Proprietary. Not for Public Disclosure.

Hayward Coe, CPA – Senior Grants Specialists

E – Cost Principles

- Create monthly grants aging report for management review
- Ensure the work-papers prepared by staff, as well as fiscal data compiled for inclusion of the Supplementary Schedule of Expenditures of Federal Awards (SEFA) is compiled accurately and within the established guidelines
- Assist in development of Single Audit findings responses and worked with user departments to create and implement action plans
- Assist in implementation of a contracts/grants management and financial reporting
- Ensure that the contract/grant billing and collection schedule was adhered to, cash flow was steady and supported operations

Associate Director Finance/Grants
Salish Kootenai College, Pablo, MT
September 2012 to March 2017

- Responsible for directing grant accounting functions (pre/post-award, closeout) totally $18m annually, including a range of funding sources from private, local, state, and federal grants
- Developed subaward/subcontracts as required, designed grant making processes, drafted first-ever institutional policy and procedures manual, and optimized operations, leading to greater institutional capacity and the internal integration of program evaluation and grant functions
- Designed, drafted (budget justifications), and submitted RFPs project proposals in collaboration with the college audience
- Forecasted the institution's $32m annual budget, including cost allocation, by coordinating with college department heads, faculty, and staff
- Effectively negotiated and developed the Indirect Cost Rate Agreement.
- Spearheaded the annual and grantor required audits (OMB A-133), including preparing schedules for external audit validation, completing the Schedule of Expenditures of Federal Awards, developing disclosure notes, etc., and 990
- Evaluated and assured that all appropriate controls and accounting practices followed appropriate guidelines, policies, and regulations
- Offered exceptional leadership, coaching, and counseling skills while drafting financial and grant reports and briefing senior management and the board of directors
- Responsible for designing grant reporting and conducting post-award analysis to determine management, financial and administrative issues, allowing college stakeholders to streamline Workplan and maximize outcomes
- Responsible for instrumental in streamlining grant reporting, budgeting, and internal financial reports offering an integrated view of college finances and operations to executive management and board of directors

Senior Auditor – Leelyn Moffatt, CPA

Confidential and Proprietary. Not for Public Disclosure.

Leelyn Moffatt, CPA — Senior Auditor	
Education	**Florida Atlantic University - Boca Raton, FL Bachelor of Business Administration in Accounting** December 2015 **Certified Public Accountant**
Experience	**Booth Management Consulting, November 2017- Present** **2019 to Present Senior Auditor on the following projects:** • ***City of Sun Prairie*** • ***City of Middleton*** • ***City of Columbus*** • ***Pinellas County*** Senior on contracts performing cradle-to-grave grants management for State and Local recipients and subrecipients of CARES Act and American Rescue Plan Act (ARPA) funding. Supervising a team of grant auditors, our services include 1) assistance with the development of ARPA budgets; 2) performing project risk assessments and budgets in compliance with the Treasury's Interim and Final Rules, 2) meeting with department heads to develop projects; 3) developing Notices of Funding Opportunities (NOFO) and grant application intake and processing; 4) development of subrecipient and subcontract agreements; 5) performing on-going subrecipient monitoring including review of financial and programmatic monthly/quarterly reports; 6) developing risk assessment tools and pre-award and post-award risk assessments of subrecipients; 7) based on the risk assessments, performing desk reviews or remote/on-site subrecipient monitoring on an annual basis; 8) assisting with the preparation of Treasury reports; 9) processing subrecipient request for reimbursements; 10) responding to public inquiries; 11) providing training and technical assistance to Cities and subrecipients; and 12) facilitating meetings, community outreach, and other internal and external communications associated with ARPA. ***U.S. Agency for International Development (USAID)*** ***Defense Contract Audit Agency (DCAA)*** ***U.S. Department of Transportation, Federal Transit Administration*** Supervise teams of 2-3 auditors performing contract and grant auditing including indirect rate reviews, incurred cost audits, accounting system audits, and business system audits on multiple Federal, State, and local government contracts. Audits are performed in accordance with Government Auditing Standards (GAAS), Generally Accepted Accounting Principles (GAAP) Federal Acquisition Regulations (FAR), Cost Accounting Standards (CAS), 2 CFR Part 200 Uniform Guidance, American Association of State Highway and Transportation Officials (AASHTO) and Federal agency acquisition regulations using standard work programs either developed by BMC or the standard work programs issued by the Defense Contract Audit Agency (DCAA). Contract auditing services consists of, but are not limited to, incurred cost, accounting system (pre-post),disclosure statement, government property, estimating, and purchasing. Perform non-audit contract/grant services such as review of indirect cost rate proposals and price proposals, negotiating rates, cost realism analysis, and financial capability assessments. **2017-2019 Lead Auditor on the following projects:** ***U.S. Housing and Urban Development (HUD)*** ***NeighborWorks America*** Supervise teams of 3-4 auditors on mid-risk engagements. • Provides technical assistance and outreach activities performed to grantee/subrecipients and subrecipients.

Confidential and Proprietary. Not for Public Disclosure.

- Conducts one-on-one on-site and remote trainings to grantees and subrecipients.
- Performs indirect cost rate reviews and negotiations including reviewing submissions, preparing the workpaper packages, making recommendations concerning the rate submissions, and negotiating the indirect rates.
- Perform grant executions in conjunction with the grant award processing. Including reviewing financial information submitted such as budgets, single audits, and other financial information, comparing financial to performance (work plan) information and making a recommendation of award to HUD.
- Performs audits and reviews of grants and contracts consisting of, but not limited to, performing accounting system reviews, pre-award audits, incurred cost audits, financial feasibility reviews, purchasing reviews, and compliance reviews.
- Plans and conducts testing procedures on an organization's internal control environment.
- Performs agreed upon- procedures consistent with Statements on Standards of Attestation Engagements #10, Federal Acquisition Regulations, Cost Accounting Standards and 2 CFR Part 200 regulatory requirements.
- Supervises and reviews work performed by less experienced staff and designated assignments.

Staff Accountant, TSC Enterprise LLC - Camp Springs, MD August 2016 – September 2017

- Prepare audit workpapers and perform various audit tests on nonprofit organizations.
- Draft financial statements
- Draft memos to correspond with clients

Confidential and Proprietary. Not for Public Disclosure.

AGREEMENT

BETWEEN THE CITY OF WAUSAU

AND

BOOTH MANAGEMENT CONSULTING

DRAFT FOR CONSIDERATION

Title: American Rescue Plan Act (ARPA) Grant Administration

Department:

Start Date: Click or tap to enter a date.

End Date: Click or tap to enter a date.

TABLE OF CONTENTS

CONTRACT FOR PURCHASE OF SERVICES 3

I. NOTICE TO CONTRACTORS 3

A. PARTIES 3

B. PURPOSE 3

C. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS 3

D. TERM AND EFFECTIVE DATE 3

E. ENTIRE AGREEMENT 3

F. ASSIGNABILITY/SUBCONTRACTING 4

G. DESIGNATED REPRESENTATIVE 4

H. PROSECUTION AND PROGRESS 4

I. AMENDMENT 5

J. EXTRA SERVICES 5

K. NO WAIVER 5

L. NON-DISCRIMINATION 5

M. SEVERABILITY 6

N. NOTICES 6

O. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING 6

P. GOODWILL 6

Q. THIRD PARTY RIGHTS 6

R. AUDIT AND RETAINING OF DOCUMENTS 7

S. CHOICE OF LAW AND FORUM SELECTION 7

T. COMPLIANCE WITH APPLICABLE LAWS 7

U. CONFLICT OF INTEREST 7

V. COMPENSATION 7

W. BASIS FOR PAYMENT 7

X. DEFAULT/TERMINATION 9

Y. INDEMNIFICATION 9

Z. INSURANCE 10

AA. EQUAL BENEFITS 12

BB. OWNERSHIP OF CONTRACT PRODUCT 12

CC. PUBLIC RECORD LAW COMPLIANCE 13

DD. LIVING WAGE (Applicable to contracts exceeding $5000) 14

EE. WEAPONS PROHIBITION 14

FF. IT NETWORK CONNECTION POLICY 14

DRAFT FOR CONSIDERATION

GG. AUTHORITY 14
HH. COUNTERPARTS, CONTRACT DELIVERY 14
II. SCOPE OF SERVICES 15
III. REQUIRED FORMS FROM CONTRACTOR 15

CONTRACT FOR PURCHASE OF SERVICES

I. NOTICE TO CONTRACTORS

A. PARTIES

This is a contract between the City of Wausau, located in ___ County, Wisconsin, hereinafter referred to as "City", and Booth Management Consulting, of Columbia , MD, hereinafter referred to as "Contractor".

The Contractor is a:
(To be completed by Contractor and copy of Contractor's W9 shall be given to the City of Wausau Administrative Services Department)

☐Corporation
☐General Partnership
☐Limited Liability Company
☐LLP
☐Sole Proprietor
☐Unincorporated Association
☐Other: _____

B. PURPOSE

The purpose of this contract is as set forth in Section 3.

C. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s): as outlined in the scope of services and the attached "American Rescue Plan (ARP) Grant Administration, and Compliance Services Pricing."

D. TERM AND EFFECTIVE DATE

This contract shall become effective upon execution by the Mayor, on behalf of the City of Wausau unless another effective date is specified in the attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Wausau. The term of this contract shall be from Click or tap to enter a date. to Click or tap to enter a date..

E. ENTIRE AGREEMENT

DRAFT FOR CONSIDERATION

This contract for purchase of services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

F. ASSIGNABILITY/SUBCONTRACTING

Contractor shall not assign or subcontract any interest of obligation under this contract without the City's prior written approval. All of the services required hereunder will be performed by the Contractor and employees of the Contractor.

G. DESIGNATED REPRESENTATIVE

1. Contractor designates Robin Booth as contract agent with primary responsibility for the performance of this contract. In case this contract agent is replaced by another for any reason, the Contractor will designate another contract agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set for in Section O, Notices.

2. In the event of the death, disability, removal, or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent or may terminate this agreement under Section Y, at its option.

H. PROSECUTION AND PROGRESS

1. Services under this agreement shall commence upon written order from the City to the contractor. This order will constitute authorization to proceed.

2. The Contractor shall complete the services under this agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

3. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

4. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the city with each invoice under Section X of this agreement, and at such other times as the City may specify.

DRAFT FOR CONSIDERATION

5. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

I. AMENDMENT

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

J. EXTRA SERVICES

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section X. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section C, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total contract price, as set forth in Section W, unless the contract is amended as provided in Section I above.

K. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

L. NON-DISCRIMINATION

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment regardless of age, ancestry, arrest and conviction record, color, creed, disability, genetic testing, honest testing, marital status, membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state, national origin, pregnancy or childbirth, race, religion, sex (including sexual harassment), sexual orientation, and use or nonuse of lawful products off of the employer's premises during nonworking hours.

DRAFT FOR CONSIDERATION

M. SEVERABILITY

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

N. NOTICES

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties listed below:

FOR THE CITY:

FOR THE CONTRACTOR:

Robin Booth, CPA
7230 Lee Deforest Dr., Suite 103
Columbia, MD 21046

O. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING

It is agreed that the Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides services under this contract are employees of the Contractor and are not employees of the City of Wausau.

Contractor shall provide its taxpayer identification number (or social security number) to the _____, prior to payment. The Contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

P. GOODWILL

Any and all goodwill arising out of this contract insures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

Q. THIRD PARTY RIGHTS

This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

DRAFT FOR CONSIDERATION

R. AUDIT AND RETAINING OF DOCUMENTS

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of service under the terms of this contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee.

S. CHOICE OF LAW AND FORUM SELECTION

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

T. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall become familiar with and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

U. CONFLICT OF INTEREST

1. The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
2. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this Agreement.

V. COMPENSATION

Compensation for professional services shall be at the contactor's hourly rates as listed in the attachment: "_____." Rates will remain firm during the term of this Agreement. It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed $_____.

W. BASIS FOR PAYMENT

1. GENERAL

DRAFT FOR CONSIDERATION

1) The City will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section V of this contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.

2) The Contractor shall submit invoices, in the form or format approved by the City, specified in the Scope of Services, Section C of this contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this Agreement.

3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.

4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.

5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.

6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.

7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section I, AMENDMENT.

8) The City will not compensate for unsatisfactory performance by the Contractor.

2. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE

1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section O, NOTICES.

2) The City may, by written order, request extra services or decreased services, as defined in Section J of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section C of this Agreement, including any amendments under Section I of this Agreement.

DRAFT FOR CONSIDERATION

3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section O of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.

4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

X. DEFAULT/TERMINATION

1. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unresolved for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.

2. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor within ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

Y. INDEMNIFICATION

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Wausau. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Wausau or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Consultant, any subcontractor,

DRAFT FOR CONSIDERATION

or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to the City of Wausau under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse City of Wausau, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Wausau, or any of its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Z. INSURANCE

INSURANCE REQUIREMENTS
(Professional)

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance – The Contractor shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor/Consultant shall provide statutory covers for work related injuries and employer's liability insurance with limits of $100,000 each accident, $500,000 disease policy limit, and $100,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance – The Contractor/Consultant shall provide and maintain the following commercial general liability and automobile liability insurance: _____

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

DRAFT FOR CONSIDERATION

Limits – The Contractor/Consultant shall maintain limits no less than the following:

1. General Liability – _____ dollars ($_____) per occurrence ($____ general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – _____ dollars ($_____) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Professional Liability – _____ dollars ($_____) per claim and annual aggregate.

Required Provisions – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Wausau.
2. Acceptability of Insurers: Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
3. Additional Insured Requirements: The following must be named as additional insureds on the General Liability and Business Automobile Liability Policies for liability arising out of project work: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products/Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.
4. Certificates of Insurance acceptable to the City of Wausau shall be submitted prior to commencement of the work to the applicable department. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City of Wausau.

Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Wausau. At the option of the City of Wausau, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Wausau Administrative Services Department, a certificate of insurance (Acord Form 25-S) signed by the insurer's representative as well as endorsements evidencing the coverage required by this agreement. CG 20 10 11 85 covers all bases OR Form CG 20 10 07 04 for

DRAFT FOR CONSIDERATION

ongoing work exposure AND Form CG 20 37 07 04 for products-completed operations exposure. Contractor will also provide form CG 28 04 10 93, Earlier Notice of Cancellation with 30 days' notice.

Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work – Until the completion and final acceptance by the City of Wausau of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors – In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

AA. EQUAL BENEFITS

Equal Benefits. Section 3.13 (5) of the City of Wausau Code of Ordinances requires that Consultant comply and provide a certificate of such compliance with the following requirements:

1) Equal Benefits Requirement. For the duration of this Agreement, the Consultant agrees to offer benefits to employees with domestic partners that are equal to the benefits offered to married employees with spouses, as defined by and in compliance with Section 3.13 of the City of Wausau Code of Ordinances. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. Equal benefits shall include benefits to the dependents of a domestic partner if benefits would be available to the dependents of the employee or spouse.
2) Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Consultant is unable to provide the benefit, the Consultant shall provide the employee with the cash equivalent of the benefit.
3) Proof of Domestic Partner Status. The Consultant may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits.
4) Notice Posting, Compliance. The Consultant shall post a notice informing all employees of the equal benefit requirements of this Agreement, the complaint procedure, and agrees to produce records upon request of the City.
5) Sub-consultants. Consultant shall require all sub-consultants, the value of whose work is twenty-five thousand dollars ($25,000) or more, to provide equal benefits in compliance with Section 3.13 of the City of Wausau Code of Ordinances."

BB. OWNERSHIP OF CONTRACT PRODUCT

DRAFT FOR CONSIDERATION

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by the City, whether as author (as a Work Made for Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made for Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this contract, the Contractor hereby assigns to the City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

CC. PUBLIC RECORD LAW COMPLIANCE

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contacts.

1. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered, or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due

DRAFT FOR CONSIDERATION

to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.

2. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

DD. LIVING WAGE (Applicable to contracts exceeding $5000)

Unless exempt, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than minimum hourly wage.

EE. WEAPONS PROHIBITION

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this contract, other than while at the Contractor's or subcontractor's own business premises. The requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this contract, except vehicles that are employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

FF. IT NETWORK CONNECTION POLICY

If this Contract includes services such as software support, software maintenance, network services, system development services and/or will require a network connection to the City network, is hereby incorporated and made a part of this contract and Contractor agrees to comply with the City's computer use policy.

GG. AUTHORITY

Contractor represents that it has the authority to enter into this contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that s/he has been duly authorized to bind the Contractor and sign this contract on the Contractor's behalf.

HH. COUNTERPARTS, CONTRACT DELIVERY

This contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Executed copies of the originally signed contract must be delivered or mailed to the City of Wausau's Clerk's Office. Copies of the contract exchanged by facsimile, electronic scanned copy or similar technology shall not be considered a valid signed contract.

DRAFT FOR CONSIDERATION

II. SCOPE OF SERVICES

The Scope of Work shall include, but not necessarily be limited to the work described herein.
Click or tap here to enter text.

III. REQUIRED FORMS FROM CONTRACTOR

A. Signature Affidavit
B. Receipt of Forms and Submittal Checklist
C. Contractor Profile
D. References
E. Insurance and Indemnification, including Endorsements
F. Contract Fees
G. Sustainability Questionnaire
H. Vendor's Proposal as Accepted by City

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 20__.

CITY OF WAUSAU
a municipal government

By:_____
_____, Mayor

Date: _____

By: _____
_____, City Clerk

Date: _____

Approved as to Form:

By: _____
_____, City Attorney

Date: _____

CONTRACTOR

__Booth Management Consulting, LLC__
(Name of Contracting Entity)

By: _____
(Signature)

_____
(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

_____
(Print Name and Title of Person Signing)

Date: _____

DRAFT FOR CONSIDERATION

Approved as to Fiscal Issues:

By: _____
_____, Finance Director
(Comptroller/Treasurer)

Date: _____

DRAFT FOR CONSIDERATION

JOINT RESOLUTION OF THE FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

Authorizing the Wausau Fire Department to accept the award of the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant, to add nine additional FTE firefighters to the Fire Department Roster for a three-year period beginning 1/1/2023

Committee Action: FIN Comm: *Pending*
HR Comm: Approved 5-0

Fiscal Impact: $3,164,763 for a three-year period

File Number:	21-1109D	**Date Introduced:**	September 27, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐ No☒	
	Included in Budget:	Yes☐ No☒	*Budget Source: Impacts 2023 Budget*
	One-time Costs:	Yes☐ No☒	*Amount:*
	Recurring Costs:	Yes☒ No☐	*Amount: $3,164,763 over three years*
SOURCE	*Fee Financed:*	Yes☐ No☒	*Amount:*
	Grant Financed:	Yes☒ No☐	*Amount: $3,164,763*
	Debt Financed:	Yes☐ No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☐ No☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the Fire Department has not increased staffing levels since the 1970's despite dramatic increased call volumes and emergency response duties; and

WHEREAS, the Fire Department justified the department expansion of 12 FTE at the November 9th Common Council meeting; and

WHEREAS, your Public Health and Safety Committee recommended hiring at least nine additional FTE firefighter/paramedics at their November 15, 2021, meeting; and

WHEREAS, your Human Resources Committee recommended creating twelve additional firefighter/paramedics at their December 13, 2021, meeting; and

WHEREAS, your Finance Committee and the Common Council approved the application of a FEMA SAFER grant on December 13, 2021; and

WHEREAS, your Finance Committee and Common Council approved an allocation from the City's ARPA funds to finance the creation of 3 additional firefighter positions in the amount of $771,000; and

WHEREAS, the city has received an award notice by FEMA for the SAFER grant in the amount of $3,164,763 to hire nine firefighters for the period January 1, 2023 through December 31, 2025; and

WHEREAS, your Finance Committee at their September 27, 2022, authorized the proper City officials to accept the 2022 SAFER grant; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials are hereby authorized and directed to accept the FEMA Safer Grant in the amount of $3,164,763; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Officials are hereby authorized and directed to incorporate the new positions and grant revenue in the 2023 budget; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the positions be added to the departments organizational chart and that the appropriate staff are authorized to recruit and hire to fill these positions.

Approved:

_____

Katie Rosenberg, Mayor

Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910

Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

TO: Finance Committee

FROM: Robert Barteck, Fire Chief RB

DATE: September 21, 2022

SUBJECT: SAFER Grant Award Acceptance

Purpose:

To discuss accepting $3,164,763.00 in funds from the FEMA Staffing for Effective Fire and Response (SAFER) Grant to hire an additional nine firefighters to the Wausau Fire Department.

Recommendation:
It is recommended that you accept $3,164,763.00 of SAFER Grant funds to hire an additional nine firefighters for the next three years.

Facts or Considerations:

Background:
Before 2022, the City of Wausau had not expanded the Fire Department's staffing levels since 1970. With an ever-growing call volume and number of emergency response responsibilities, the department needs additional staffing. I have made several presentations to the council and committees on the subject. Below is the timeline that this request has followed. I included the links to the meetings where I presented the need for additional firefighters.

-On November 9, 2021, I presented the case for additional firefighter/paramedics to the Common Council. https://youtu.be/1lWGplGQRUk

-On November 15, 2021, the PH&S committee recommended hiring at least nine additional firefighter/paramedics. https://youtu.be/5wF_vZy0_YE

-On December 13, 2021, Human Resources recommended creating 12 new firefighter/paramedic positions to meet staffing goals. https://youtu.be/vmvjmDy80Rs

-On January 11, 2022, the Finance Committee and the Common Council approved the Fire Chief to apply for a FEMA SAFER Grant for nine of the additional 12 firefighters. https://youtu.be/FHLGH8wFtK0

Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910

Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

Discussion:

Previously the Council approved the first three firefighters using ARPA funds for the first 2.5 years, the remainder of 2022, 2023, and 2024. Beginning in 2025 those three positions will need to be moved to the general budget. The SAFER Grant will fund the additional nine firefighters hired for three years, 2023, 2024, and 2025. In 2026 the cost of the additional firefighters will need to be moved to the general budget. Acceptance of this grant will complete the funding of all 12 positions created by the Human Resources Committee.

Impact:

Acceptance of this grant will allow the fire department to hire nine additional firefighters to positively impact the community through an improved emergency response structure, as s explained in all my presentations on this topic. Th$3.1 million in grant funding will allow the city to plan for three years to finance these new firefighters permanently.

Coordination:

The Fire Department will coordinate the grant funding acquisition with the Finance Department.

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

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES

Approving Development Agreement between City of Wausau and Foundry on 3rd PH 1, LLC (Reg. Agent T. Wall 301 Wash Mgr, LLC) and approving tax increment financing incentives

Committee Action:	Fin: Approved 5-0 ED: Approved 4-1
Fiscal Impact:	TIF Funding $6,000,000 Principal Amount $10,800,000 Cumulative grant payment (including principal and interest)

File Number:	19-0921	**Date Introduced:**	September 27, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☒No☐		
	Included in Budget:	Yes☐No☒	*Budget Source:TID #12*	
	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, supporting development and redevelopment and investing in the downtown by encouraging high density residential use is consistent with Wausau's Comprehensive Plan, and will continue to strengthen the downtown as the heart of the city and surrounding region; and

WHEREAS, the owner of the former Wausau Center Mall site, Wausau Opportunity Zone ("WOZ"), comprised of the Dwight & Linda Davis Foundation, Greater Wausau Prosperity Partnership, and the Judd S. Alexander Foundation) purchased the mall site to retain local ownership, and retained Chuck Ghidorzi as its Managing Director; and

WHEREAS, developer T. Wall, was chosen by WOZ, who presented to the City a proposal to redevelop Block 4 of the mall site with a five-story, mixed-use building with underground parking, first floor retail and apartment units above; and

WHEREAS, developer T. Wall, has agreed to develop a mixed-use building with a minimum development cost of at least Forty Million Dollars ($40,000,000.00) and a minimum assessed value of at least Twenty-Four Million Dollars ($24,000,000.00); and

WHEREAS, the redevelopment of the former mall site:

- Will promote and carry out the development objectives of the City.
- Furthers the purposes of the TID Plan.
- Would not occur without the financial assistance from the City of Wausau financed from Tax Increment District Number Twelve.

NOW, THEREFORE, BE IT RESOLVED, the Common Council approves tax increment financing incentives in the form of a grant in an amount of up to a cumulative maximum principal amount of $6,000,000, but in no event, shall interest accrued on unpaid principal and principal payments cumulatively exceed $10,800,000; and

BE IT FURTHER RESOLVED, that the Wausau Common Council authorizes and directs the proper City officials to execute the attached Development Agreement and related documents in substantial conformance with the proposal for the development of the proposed mixed-use building.

Approved:

_____

Katie Rosenberg, Mayor

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES
Date and Time: Tuesday, September 13, 2022 @ 4:30 pm., Council Chambers
Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
ED Members Present: Sarah Watson, Tom, Kilian, Chad Henke, Lisa Rasmussen, and Carol Lukens
Others Present: Maryanne Groat, Liz Brodek, Randy Fifrick, Eric Lindman, Gerald Klein, Tammy Stratz, Katie Rosenberg, Lou Larson, Mary Goede, Kaitlyn Bernarde

Discussion and possible action approving T. Wall Enterprises/Foundry on Third Development Agreement (Brodek, Keith Dahl (Ehlers), Nick Patterson, Attorney Isaac Roany (T. Wall/Foundry on Third))
Lisa Rasmussen opened the floor to citizens who registered for public comment *Link to the meeting to view public comment*: *Part 1* https://www.youtube.com/watch?v=VtbotrbC8i4

The following individuals all spoke in support of the T. Wall Enterprises/Foundry on Third Development:

- Bob Tess, Chief Finance & Business Services Officer for the Wausau School District and serves on the Joint Review Board
- Tom Neal, 916 Hamilton St, former Alderperson District 4
- Dr. Keith Hilts, 415 Seymour St, Wausau School District
- John Robinson, 1226 Highland Ct, former Mayor of City of Wausau
- Tyler Vogt, 145824 Impatiens Dr, owner of Malarkey's Pub/Townies Grill, the Ugly Mug, and four buildings on the northwest side.
- Alyson Leahy, Assistant Director of the Wausau River District, Main Street Program
- Roxanne Lutgen, 1000 W Campus Dr, Vice President of Finance and General Counsel for Northcentral Technical College and serves on the Joint Review Board
- David Eckman, 200 Washington St, President & CEO of the Greater Wausau Chamber of Commerce
- Greg Fisher, 227200 Snowbird Ave, General Manger or Granite Peaks Ski Area, Chief Marketing Officer for Midwest Ski Areas, sits on the Chamber of Commerce Board of Directors, and Presidents of the CVB Board of Directors
- Mark Craig, 3246 N 8th St, Compass Properties
- Lukas Lindner, 917 Single Ave, concerned citizens
- Renae Krings, 200 Washington St, #120, proxy for Rich Poirier, President and CEO of Church Mutual Insurance Co.
- Maggie Gordon, 223809 Lakeshore Dr, Co-founder and President of Children's Imaginarium Museum
- Kristine Gilmore, 6410 Red Oak Ct, Retired Superintendent of D.C. Everest School District, and current Senior Director of Employer of Choice for Greenheck Group
- Paul Herold, 9912 Innovation Way, leads the Wausau Facility for Great Lakes Cheese
- Tim Parker, 6 N. Hill Rd, President and CEO of the Community Foundation of North Central Wisconsin.
- Jeff Stubbe, 226925 Pintail Ln, Executive Director of the Dwight & Linda Davis Foundation
- Ryan Neville, 239647 Cty Rd O, Regional President of the Marshfield Clinic Health System
- Paul David, 5801 Pine Terrace, Assistant General Counsel for Aspirus Inc.
- Ben Lee, 937 Jefferson St, representing Marathon County United Way
- Chuck Ghidorzi, One Corporate Dr, Managing Director for Wausau Opportunity Zone (WOZ)
- Ann Werth, 1501 Roosevelt St, former City of Wausau Community Development Director
- Keri Anne Connaughty, 311 N 13th St, Human Resources Director of the Samuels Group, serves on the Chamber Board of Directors, Big Brothers Big Sisters Board of Directors, the River District Business Development Committee, and volunteer with the Women's Community.

Liz Brodek, Community Development Director, thanked all the speakers for their support and commented on the business momentum that has been created from this development. She also stated Wausau is the only municipality in the region that is building multi-family housing to the scale needed to address the shortage. A healthy downtown requires 12% - 15% of all residential units in the city to be located there. Wausau's downtown has 2% -3% and this development as proposed would add approximately 20% more residences to the district than currently exist. Downtown retailers and restaurants have felt a struggle since Covid with a loss of office workers and this development doesn't just add a 9 to 5 component in terms of the 17,500 sq ft of commercial space, but also 5 to 9 customer base through the residential component. There is a need for housing for employment recruitment as well.

DRAFT

Brodek stated Wausau Opportunity Zone (WOZ) owns the mall site, not the city. WOZ is comprised of three foundations, the Dwight & Linda Davis Foundation, Greater Wausau Prosperity Partnership, and the Judd S. Alexander Foundation. They came together to buy the mall site to retain local ownership and do what's in the community's best interest. She explained the only reason they are coming to the city is because of the public participation financing that their chosen developer needs and zoning approval. WOZ had several criteria to select a developer and these criteria were met in T. Wall, an experienced developer. Wausau's Comprehensive Plan has a goal that the city will continue to strengthen the downtown as the heart of the city and the surrounding region, with objective one being supporting development and redevelopment, and objective two investing in downtown by encouraging high density residential use. She believed this was an agreement that protects the city and moves forward the goals, interests and objectives, and grows the tax base.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to approval of T. Wall Enterprises/Foundry on Third Development Agreement

Finance Committee - Motion by Martens, second by Watson to convene in Closed Session. Roll Call Vote: Ayes: Martens, Lukens, Watson, Rasmussen. Noes: Diny. Motion carried 4-1.

ED Committee - Motion by Henke, second by Lukens to convene in Closed Session. Roll Call Vote: Ayes: Kilian, Henke, Rasmussen, Lukens, Watson. Motion carried 5-0. *Closed Session convened in the Maple Room*.

RECONVENED into Open Session. *Meeting video Part 2* - https://www.youtube.com/watch?v=bDv8wt9uOSA

Finance Committee

Motion by Martens, second by Lukens to accept the development agreement of T. Wall Enterprises/Foundry on Third and move it forward. Motion carried 5-0.

ED Committee

Motion by Henke, second by Rasmussen to accept the development agreement of T. Wall Enterprises/Foundry on Third and move it forward. *Kilian requested a Roll Call Vote*. Ayes: Henke, Rasmussen, Lukens, Watson. Noes: Kilian. Motion carried 4-1.

DRAFT

DEVELOPMENT AGREEMENT
(Foundry on 3rd Development)

THIS DEVELOPMENT AGREEMENT (Foundry on 3rd Development) (this "Agreement") is made as of _____, 2022 (the "Effective Date"), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City") and THE FOUNDRY ON 3RD DEVELOPMENT, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the Developer is interested in developing certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified as "Lot 4" on Exhibit A attached hereto (the "Property"); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created the City of Wausau Tax Increment District Twelve (the "TID") and adopted a Project Plan for the TID (as amended from time to time, the "TID Plan") to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide assistance through grants from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, Developer has proposed a development, as hereinafter described, within the TID (as the TID boundary may be amended) and located on the Property; and

WHEREAS, Developer's ability to develop the Property requires certain financial incentives from the City as set forth herein; and

WHEREAS, the City has determined that the proposed development by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plan, and (iii) would not occur at the Property without the assistance of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

a. "Agreement" is defined in the introductory paragraph to this Agreement.

b. "Annual Tax Increment" means, for any given year, the annual gross tax increment revenues (over the base year tax liability) paid and actually received by the City which is generated by property tax payments on the Property for any such year plus amounts received by the City for any required PILOT Payment hereunder attributable to such year. In the event of a negative number, the Annual Tax Increment for such year will be deemed to be Zero Dollars ($0.00). The base year for such tax increment revenues calculation shall

be the property taxes owed for calendar year 2023 based on the assessed value of the Property on January 1, 2023. The Annual Tax Increment for the calendar year prior to the termination of the TID shall be such property tax payments and PILOT Payment actually received by the City as of ten (10) business days prior to the TID expiration date, regardless of whether Developer may pay installments of taxes or the PILOT Payment after such date.

c. "Building" means a mixed-use building (residential and commercial) to be constructed on the Property in accordance with the Plans and generally depicted on the site plan attached hereto on Exhibit B.

d. "City" is defined in the introductory paragraph of this Agreement.

e. "Default" is defined in Section 6 below.

f. "Developer" is defined in the introductory paragraph to this Agreement.

g. "Effective Date" is defined in the introductory paragraph of this Agreement.

h. "Development Costs" as used herein, shall include, without limitation, costs for the construction of the Building and other improvements for the Project, including hard and soft construction costs, as well as professional fees, architectural fees, construction loan interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, parking facilities, and the clearing, grading and other construction or other costs of the Project; provided, however, that only Project costs permitted pursuant to Wis. Stat.§ 66.1105 shall be counted as Development Costs

i. "Memorandum" means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit C is acceptable to both parties.

j. "Minimum Assessed Value" means at least Twenty-Four Million and 00/100 Dollars ($24,000,000.00).

k. "Minimum Development Cost" means at least Forty Million Dollars ($40,000,000.00). Developer represents that it currently estimates that it will expend as Development Costs for the Project an amount closer to Forty-Eight Million Dollars ($48,000,000.00), but the parties agree that the Minimum Development Cost amount used herein shall be the amount set forth in the immediately prior sentence above.

l. "Plans" means final detailed plans and specifications for the Project in form and substance reasonably acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property (including the Building), the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. The Plans shall also include a detailed landscaping plan and a detailed landscape maintenance plan. Unless otherwise agreed in writing by the City, the Plans will be substantially in conformity with the site plan attached hereto.

m. "Project" means the construction of the Building and the additional redevelopment of the Property for the operation of the Building, and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances and in order to develop and operate the Property in substantial conformity with the Plans and the Proposal.

n. "Project Commencement" means the occurrence of all of the following (i) the Property shall be made a legally-separate parcel of real estate, (ii) ownership of the Property shall have been transferred to Developer as evidenced by a recorded deed in the land records; (iii) the Memorandum shall have been recorded pursuant to the requirements herein; (iv) all building permits and other permits for the commencement of construction of the Project shall have been obtained; and (v) mobilization and commencement of construction of the Project at the Property shall have occurred (as reasonably determined by the City).

o. "Project Commencement Deadline" means September 1, 2023.

p. "Project Completion" means a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable.

q. "Project Completion Deadline" means December 31, 2024.

r. "Project Cost Breakdown" means a current cost breakdown of the Development Costs, (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project.

s. "Property" is defined in the Recitals above. The parties agree that the legal description of the Property will be further refined after the Property has been made a legally-separate parcel of real estate.

t. "Proposal" is Developer's general development plan for the Property, which plan received preliminary approval by the City's Plan Commission on June 21, 2022, as may be amended from time to time with the approval of the City. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.

u. "Tax Increment Bond" is defined in Section 3 below.

v. "Tax Increment Grant" means a grant to Developer based on a percentage of the Annual Tax Increment in an amount of up to a cumulative maximum principal amount of Six Million and 00/100 Dollars ($6,000,000.00), as set forth in greater detail in Section 3 below. As set forth in Section 3 below, interest shall accrue on the unpaid amount of such principal; provided, however, that in no event shall the cumulative grant payments (including both principal and interest) exceed Ten Million, Eight Hundred Thousand and 00/100 Dollars ($10,800,000.00).

w. "TID" is defined in the Recitals above.

x. "TID Plan" is defined in the Recitals above.

y. "TIF Loan" means a loan for the Project from a third-party lender which Developer may obtain which includes as collateral Developer's right to receive payments under the Tax Increment Bond.

2. Commitments of Developer. Developer agrees and covenants with the City as follows:

a. *Project*. Prior to the Project Commencement Deadline, Developer shall provide the Plans to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. Any material revisions to the Plans shall be subject to the City's review and approval. Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with construction and installation of the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the City-approved Plans for the Project. Project Commencement shall occur not later than the Project Commencement Deadline, and Developer will continue construction of the Project diligently and shall achieve Project Completion no later than the Project Completion Deadline. If construction of any portion of the Project shall cease, for any reason, for sixty (60) consecutive days, Developer shall promptly provide written notice to the City that includes the reason for such delay and a reasonable estimate of the ultimate length of the delay.

b. *Development Spend.* Prior to the Project Commencement Deadline, Developer shall provide the Project Cost Breakdown to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. The Project Cost Breakdown shall be certified by the Developer as accurate and complete. Any material revisions to the Project Cost Breakdown shall be subject to the City's review and approval. Developer shall, no later than ninety (90) days following the Project Completion Deadline, (i) spend at least the Minimum Development Cost in Development Costs which are consistent with the City-approved Project Cost Breakdown, and (ii) provide the City with reasonable supporting documentation evidencing such expenditures. Developer shall cooperate with reasonable requests by the City for follow-up information and documentation. Without limitation, the following shall not be included when calculating whether such development spend requirement has been met: (A) development costs which are inconsistent with the reviewed Project Cost Breakdown (as may be amended and approved as set forth herein), (B) Development Costs which are inconsistent with Wis. Stat.§ 66.1105, and (C) Development Costs relating to or in connection with the purchase of the Property. Notwithstanding anything to the contrary herein, the City agrees to use commercially reasonable efforts to treat the Project Cost Breakdown and Development Costs information/documentation (collectively, the "Financial Information") in a confidential manner (subject to the requirements of Wisconsin public/open record laws). The City understands that Developer considers the Financial Information to be confidential trade secrets of Developer. Developer expressly represents that it believes the Financial Information are trade secrets as provided in Wis. Stat. § 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law (collectively the "Public Records Exception"). In the event that the Public Records Exception is challenged, Developer agrees to indemnify, hold harmless, and defend the City with respect to the Public Records Exception, including all reasonable attorney's fees and costs.

c. *Compliance with Zoning and Building Code.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees that the Project will be constructed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances and all building codes and ordinances of the City, including those relating to parking.

d. Minimum Assessed Value; Payment-in-Lieu of Taxes.

i. Developer guarantees that, commencing in tax year 2025 and continuing through the full calendar year of the last year of the TID, the Project will result in an equalized value for the Property of not less than the Minimum Assessed Value, as determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion. In the event that the equalized value for the Property in any such year is less than the Minimum Assessed Value or in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the life of the TID, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property had an equalized value for real estate tax purposes equal to the Minimum Assessed Value and the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (1) be referenced in the Memorandum; (2) be a lien on the Property and run with the land; and (3) bind all owners in title to the Property and their successors and/or assigns.

ii. Developer understands and agrees that the Minimum Assessed Value requirement above shall not in any way bind the City assessor (or other applicable agency) in his/her assessment and appraisal of the Property and that the City assessor will arrive at an equalized value of the Property based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. The City makes no representation that if the Minimum Development Cost is spent that the Minimum Assessed Value will be met.

e. *Parking Lot Skyway.* Developer currently contemplates that the Project will include a connection to a City parking lot to the south via a pedestrian skyway above the public right of way abutting the Property the south. Developer and the City agree to cooperate in good faith regarding the design and further agreements/documentation related thereto. Such agreements may include, without limitation, a license/easement agreement to allow

for the placement of the skyway above the right of way and the specifics of the connection to the parking lot (which agreement may require, among other provisions, that Developer maintain the skyway at its sole cost in compliance with all applicable laws, that Developer carry liability, casualty, and other insurance relating to the skyway, that Developer indemnify the City for any damage to the parking lot, and other matters that the parties deem appropriate), as well as parking agreement(s) relating to the use of the parking lot by residents at the Project. Such agreements will run with the land and bind future owners of the Property. Notwithstanding the foregoing, any such agreements shall be subject to approval by the City Council.

3. Tax Increment Grant.

a. Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant pursuant to the Tax Increment Bond (defined below). The Tax Increment Grant shall be made in annual installments of principal and accrued interest (described below) on or before August 15 of each year, commencing the first (1st) calendar year following Project Completion; provided, however, that the first payment shall not be due prior to the issuance of the Tax Increment Bond, and the final payment, if made in the final year of the TID, shall be made no later than one business day prior to the TID expiration date. The annual amount will be based on Eighty Percent (80%) of the Annual Tax Increment generated from the payment of the prior year's tax bill(s), up to the cumulative maximum amount of the grant as set forth herein; provided, however, that the amount of the Tax Increment Grant in each year is further limited to the amount of the Annual Tax Increment actually appropriated for use as the Tax Increment Grant by the City Council for such year. By way of example, if Project Completion is accomplished in calendar year 2024, then the first installment of the grant will be paid on or before August 15, 2025 based on the 2024 property tax bill payment(s). As noted above, the first annual payment of the Tax Increment Grant shall be made in the first (1st) calendar year following Project Completion, which Developer understands may be based on a partial valuation of the Project as tax bills are based on January 1 assessments.

b. Payments on the Tax Increment Grant shall first be applied to accrued interest and then principal. Interest on the principal amount of the grant shall commence on the date that Project Completion is achieved, as determined by the City in its reasonable judgment (which date shall be memorialized in writing by the parties). Accrued interest of the then-remaining principal amount of the grant shall be calculated annually on January 1 of each year on a non-compounding basis. The interest rate shall be fixed for the life of the payments at a rate equal to the lower of the following: (i) Five and Fifty Hundredths percent (5.50%) or (ii) Developer's actual financing rate for its TIF Loan, as evidenced by documentation provided by Developer which is reasonably acceptable to the City (such documentation being considered "Financial Information" herein).

c. In the event that Developer fails to meet all conditions precedent for an installment of the Tax Increment Grant for a given year, such installment shall be forfeited for such year. The City makes no representation or covenant, express or implied, that any non-zero Annual Tax Increment amount will be generated and/or appropriated in any given year or that, in the aggregate, all such installments will be sufficient to total the Tax Increment Grant set forth herein. Any Annual Tax Increment which is not appropriated and allocated toward the Tax Increment Grant may be used by the City for any legally permitted purpose,

in its sole discretion. In no event shall any installments of the Tax Increment Grant be made after the termination of the TID and any remaining principal or interest amount shall be forfeited as of such termination.

d. Developer understands that the total number of installments of the grant depend on the year Project Completion is achieved, and that any projected number of installments may not be possible based on the statutorily-mandated closure date of the TID, which is currently scheduled to occur on July 18, 2044. Accordingly, based on the current expiration of the TID, no more than twenty-one (21) installments of the grant will be made if Project Completion occurs in 2024 and the first installment is made in 2025. The City reserves the right to accelerate/prepay payments of the Tax Increment Grant (in whole or in part, from time to time, and without penalty) in its sole and absolute discretion (but in no event shall the City be obligated to do so), and Developer understands that this will result in a lower amount of interest accrual.

e. After Project Completion is achieved, the City shall, at the City's cost and expense, issue Developer a taxable tax increment revenue bond (the "Tax Increment Bond") evidencing the City's obligation to pay Tax Increment Grant. The Tax Increment Bond shall be payable solely from Annual Tax Increment and shall be subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing sentence, (i) payments on the Tax Increment Bond are limited to the cumulative maximum amounts as set forth herein (both the maximum principal amount and the maximum total payments with interest), (ii) each payment on the Tax Increment Bond shall be subject to and conditioned upon future annual appropriation of Annual Tax Increment by the City Council to payment of the bond, and (iii) if the Tax Increment Bond is not fully paid by the termination of the TID, the City shall have no obligation to pay any further amounts. Developer agrees to cooperate with the City's reasonable requests in connection with such bond issuance, including the execution of additional documentation consistent with the provisions herein.

4. Conditions Precedent to the City's Obligations.

a. In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall provide the City with (A) evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of Developer's organizational documents, (C) a certificate of status for Developer issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of Developer's Board of Directors partners or members as the case may be, approving this Agreement and the transactions which are subject to this Agreement. Developer shall provide this documentation on or before Forty-Five (45) business days after the Effective Date.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall

not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

iii. The City, through its City Council, shall have approved this Agreement and transactions contemplated herein, the Proposal (as it may be amended/finalized), and all other related Project agreements and/or transactions which require City approval.

iv. An amendment to the TID Plan consistent with this Agreement shall have been adopted by all necessary parties, including, without limitation, modifying the boundaries of the TID to include the Property.

v. Developer shall provide to the City a release of all claims by Developer's affiliate, District at Riverlife, LLC (formerly Main Street Wausau, LLC), in form and substance acceptable to the City.

b. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide each disbursement of the Tax Increment Grant are conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured material default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Project Completion and lien-free (or bonded over) construction shall have occurred on or prior to the Project Completion Deadline, and Developer shall provide the City with such documentation as the City may reasonably require to evidence the same.

iii. Developer shall review with the City written evidence of Developer's expenditures with respect to the Minimum Development Cost requirement above, together with such other documentation as the City may reasonably require, per Section 2.

iv. Developer shall provide evidence that the Memorandum was recorded prior to any mortgages, or, if any such mortgage was recorded fist, an agreement from such lienholder reasonably acceptable to the City stating that this Agreement shall not be extinguished by any foreclosure of such mortgage and the Property shall remain subject to this Agreement.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be reasonably satisfactory in form and content to the City, in its reasonable discretion.

5. **Additional Representations, Warranties and Covenants of Developer**. Developer represents and warrants to the City and covenants with the City as follows:

a. No Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

b. All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.

c. Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project, as required herein.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Each entity constituting Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. The Project Cost Breakdown to be provided to the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.

j. Except as otherwise set forth herein, Developer will not, without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, materially change the scope of the Project or the uses of the Project. Except as otherwise set forth herein or unless otherwise agreed in writing by the City, the construction, development and operation of the Property.

k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

l. Developer Covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule, as provided herein, approved by the City.

m. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.

n. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

o. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

p. During the term of this Agreement, Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time; provided, however, that Developer shall have the right to lawfully dispute in good faith the property taxes or assessment for the Property so long as Developer otherwise complies with this Agreement, including, without limitation, payment by Developer of any required PILOT Payment; provided further that, except for good faith protests in cases of material inaccuracies, if Developer protests the assessment of the Property, then no payments of the Tax Increment Grant shall be due during the pendency of such appeal, and the City may reduce the total maximum principal amount of the Tax Increment Grant by the City's reasonable costs (including reasonable attorneys' fees) spent in connection with such appeal. Developer understands that a lower property tax liability will likely lower its Tax Increment Grant payments, and if any grant installments were previously made based on a higher property tax liability, Developer shall promptly reimburse the City for any overpayments of the Tax Increment Grant if the property taxes are later lowered. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

q. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Defaults and Remedies.

a. *Default by Developer*. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement within thirty (30) days after written notice of nonpayment from the City to Developer; or

ii. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

iii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph i above, and the specific defaults listed in subparagraphs iv through x below) under this Agreement, and such failure shall continue for sixty (60) days following written notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 60-day period, is diligently pursuing the cure of the default; or

iv. Construction of the Project shall be abandoned for more than ninety (90) consecutive days (provided, however, that construction shall not be deemed to be "abandoned" if construction is paused due to reasonable and customary seasonal considerations) or if Developer fails to provide any notice required herein with respect to ceasing construction, or if Project Completion is not achieved on or before the Project Completion Deadline, or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

v. Developer shall: (A) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its debts as they mature; or (B) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (C) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (D) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (E) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within

ninety (90) days after its/his appointment; or (F) adopt a plan of complete liquidation of its assets; or

vi. If Developer shall dissolve or shall cease to exist; or

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

b. *City Remedies*. In the event of Default by Developer, the City, may take any one or more of the following actions:

i. The City may suspend their performance under this Agreement until it receives reasonable assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

ii. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm.

iii. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

c. *Default by City; Developer Remedies*. In the event the City is in default hereunder, Developer shall be entitled to take any action allowed by applicable law by virtue of said default provided that Developer first gives the City written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the City. In the event of a default by the City that remains uncured, Developer may seek any remedy available to Developer under the terms of this Agreement or take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement, including securing an injunction to prevent harm.

d. *Indemnification*. Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified parties, Developer shall indemnify, save harmless and defend the City and its respective officer, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section 6.d shall survive termination of this Agreement.

7. Termination. Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the later to occur of (i) eighteen (18) months following termination of the TID and (ii) Developer's payment in full of all required PILOT Payments.

8. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct, gross negligence, or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of either of the parties, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct, gross negligence or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person

9. Miscellaneous.

a. Assignment. Prior to Project Completion, Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld. Following Project Completion, no such restrictions on transfer shall apply; provided, however, that the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of

the parties and shall run with the land. Notwithstanding the foregoing, the City agrees that Developer may obtain construction financing for the Project and, in connection therewith, mortgage the Property and/or collaterally assign this Agreement or the Tax Increment Bond payments to Developer's lender(s) as part of the Developer's TIF Loan or other 3rd-party financing for the Project.

b. Recording. Recording of this Agreement is prohibited except for the recording of the Memorandum.

c. Notices. All notices hereunder must be in writing and must be sent either by (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, or (iii) by e-mail, addressed to the addresses specified below:

Notices to Developer:

The Foundry on 3rd Development, LLC
1818 Parmenter Street, Suite 400
Middleton, WI 53562
Attn: Legal
Email: legal@twallenterprises.com AND Terrence@twallenterprises.com

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk
Email: clerk@ci.wausau.wi.us

with a copy to:
City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney
Email: cityattorney@ci.wausau.wi.us

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

d. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

e. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

f. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith

supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

g. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

h. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

i. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

j. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

k. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

l. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

m. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

10. Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

THE FOUNDRY ON 3RD DEVELOPMENT, LLC

By: _____
Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk

EXHIBIT A

DEPICTION OF THE PROPERTY

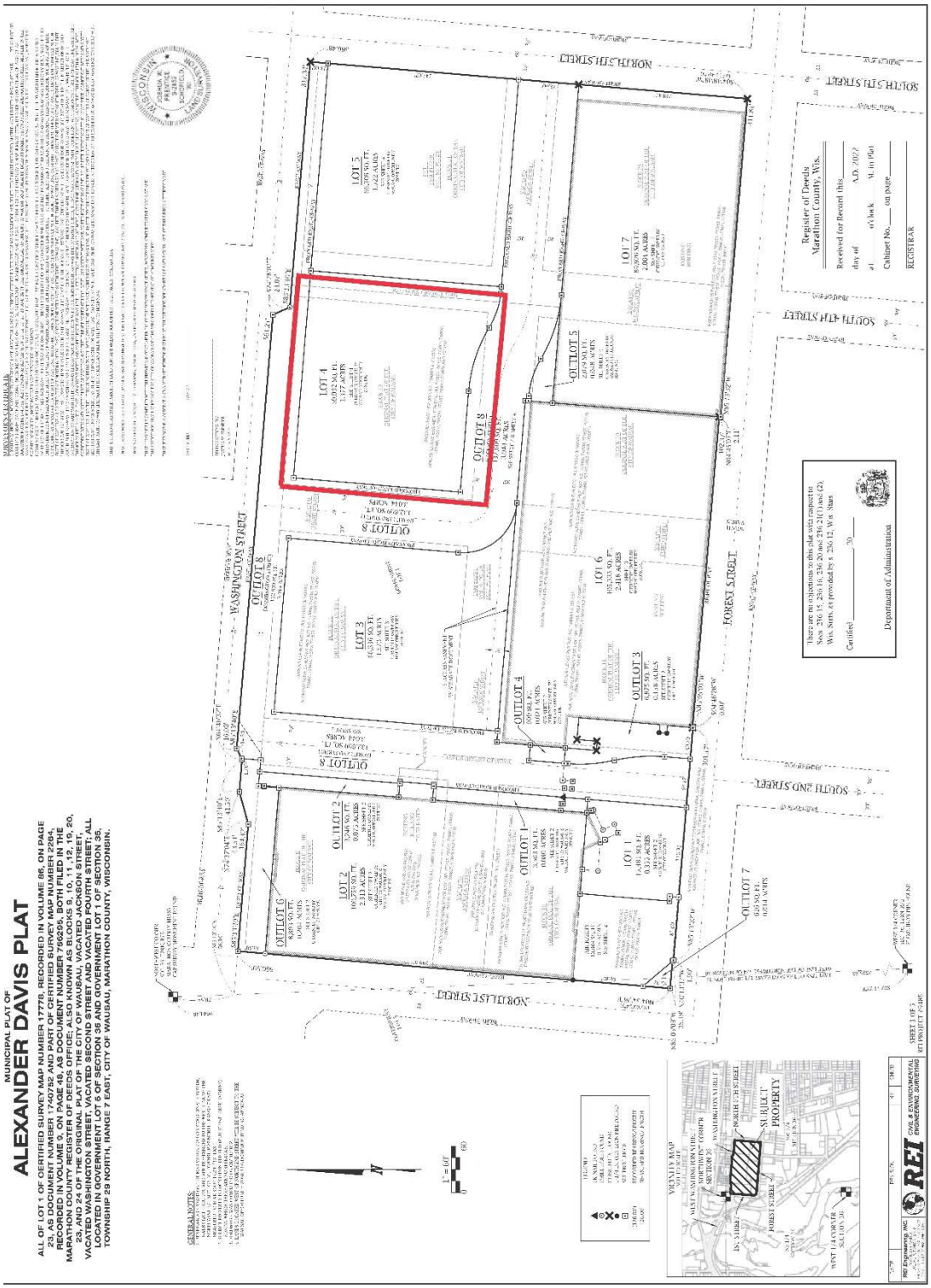


EXHIBIT B

GENERAL SITE PLAN

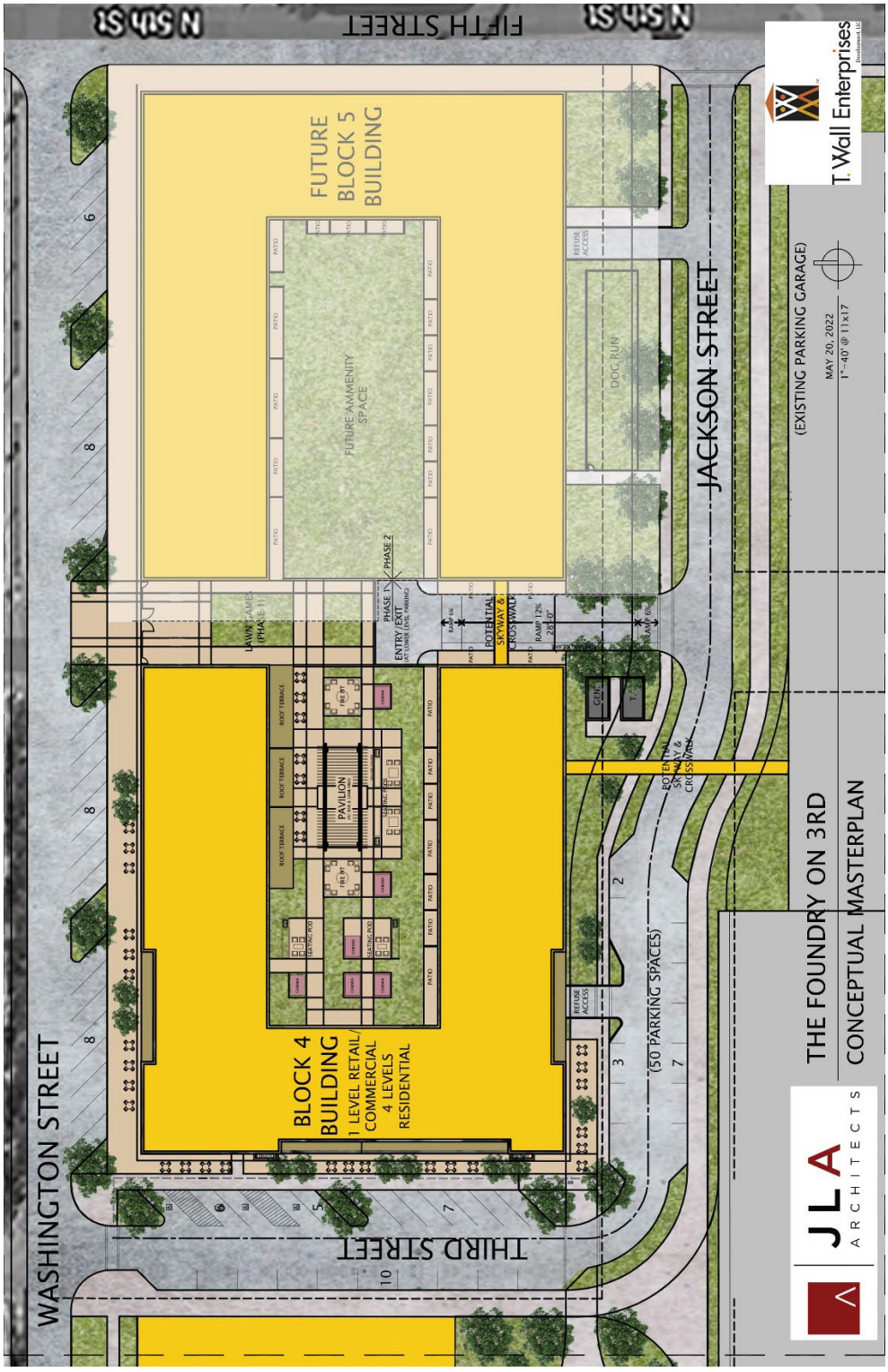


EXHIBIT C

FORM OF MEMORANDUM

[Attached to this cover page]

MEMORANDUM OF DEVELOPMENT AGREEMENT
(Foundry on 3rd Development)

Document Number | **Document Name**

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this "Memorandum") is made and entered into as of the ____ day of _____, 2022, by and between the CITY OF WAUSAU**,** a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the "City"), on the one hand, and THE FOUNDRY ON 3RD DEVELOPMENT, LLC, a Wisconsin limited liability company, with offices located at 1818 Parmenter Street, Suite 400, Middleton, WI 53562 ("Developer"), on the other hand (the City and Developer are referred to herein, collectively, as the "Parties").

WHEREAS, the Parties entered into a certain Development Agreement (Foundry on 3rd Development) dated as of [_____, 2022] (as may be amended from time to time, the "Development Agreement") with respect to certain property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Marathon County, Wisconsin to provide notice to third parties of the Development Agreement.

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A attached
Parcel Identification Number (PIN)

This is not homestead property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Development Agreement.

a. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors an assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property.

b. The term of the Development Agreement commenced as of the effective date of the Development Agreement and terminates as provided therein.

c. The Development Agreement contains certain rights of the City to receive a payment-in-lieu of taxes in the Property is assessed for less than an agreed-upon minimum equalized value or in event the Property, or any part of it, becomes exempt or partially exempt

from general property taxes during the term of the Development Agreement, all as set forth in more particularity in the Development Agreement.

2. Miscellaneous.

a. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

b. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

c. This Memorandum may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

THE FOUNDRY ON 3RD DEVELOPMENT, LLC, a Wisconsin limited liability company

By: [NOT FOR SIGNATURE]
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20_____, _____, to me known to be the person who executed the foregoing instrument and to me known to be the _____ of The Foundry on 3rd Development, LLC, a Wisconsin limited liability company, and acknowledged that s/he executed the foregoing instrument as such authorized representative of said entity and with its authority.

_____
Print Name:_____
Notary Public, State of Wisconsin
My commission:_____

THE CITY:

THE CITY OF WAUSAU, WISCONSIN

By: [NOT FOR SIGNATURE]
Katie Rosenberg, Mayor

Attest:

By: [NOT FOR SIGNATURE]
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20_____, Katie Rosenberg and Kaitlyn Bernarde, as Mayor and Clerk, respectively, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

_____
Print Name:_____
Notary Public, State of Wisconsin
My commission:_____

This instrument was drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[To be added]

PIN(s): [_____]

City of Wausau TIF Application

Last Updated: 5/25/2022 6:24:04 PM local time

Getting Started

City of Wausau

TAX INCREMENTAL FINANCING APPLICATION

The City of Wausau is a proud partner in assisting investment and business development.Our Development Team welcomes consultation with prospective applicants in advance of this formal application process.

Please complete and submit the following information to the City of Wausau for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) assistance. The application is comprised of four parts: 1) Applicant Information, 2) Project/Property Information, 3) Project Budget/Financial Information, and 4) Attachments.

Where there is not enough space for your response or additional information is requested, please use an attachment. Use attachments only when necessary and to provide clarifying or additional information.

Applicant Information

Staff Notes

Legal Name

Terrence Wall

D/B/A

The Foundry on 3rd Development, LLC

Mailing Address

PO Box 620037
Middleton WI 53562
United States

Primary Contact Number

6082208940

Cell Phone Number

Email

nick@twallenterprises.com

Attorney

Taylor Brengel

Legal Entity (check one)

LLC

If not a Wisconsin corporation/partnership/ LLC, state where organized

Will a new entity be created for ownership?

No

Principals of existing or proposed corporation/partnership/LLC and extent of ownership interests:

Name

T. Wall Enterprises

Address

1818 Parmenter

Title

Manager

Ownership Percentage

100%

Investors and extent of ownership interests:

Name

Address

Title

Ownership Percentage

Applicant and all principals and investors, please provide a residence list for the past 20 years. This listing will be used to further complete the background and reference check investigation process in other municipalities/states as applicable.

Terrence R. Wall 1. 4927 Breakers Rock Rd. Middleton, Wi 53562 2. 57 Cambridge Rd. Madison, WI 53704

Is any owner, member, stockholder, partner, officer, or director of any previously identified entities, or any member of the immediate family of any such person, an employee of the City of Wausau? (check one)

No

Have any of the applicants (including the principals of the corporation / partnership / LLC and any investors in the project) ever been charged or convicted of a misdemeanor or felony?

No

All applicants (including the principals of the corporation / partnership / LLC and any investors in the project) shall have a credit, criminal and financial investigations completed as follows at the expense of the applicants:

- Criminal Background Check through the Department of Justice. Report will be run by Wausau Police Department.
- Wisconsin Court System Circuit Court Access Search (https://wcca.wicourts.gov/index.xsl).
- Credit Bureau Report, using at least one of the available providers, shall be obtained (personal/business).
- Any other sources deemed necessary by all the parties involved in the application approval process.

Project/Property Information Project Narrative

Staff Notes

Overall Project Summary and Objectives (feel free to upload a document for your answer):

The project consists of one 5-story mixed-use building with underground parking. The building will have approximately 17,000 SF of commercial space and 154 units. I have enclosed a site plan and building data for reference.

Project Summary Document

220523-Foundry on 3rd-Project Summary.pdf (/CityOfWausau/TIF/file/8c726fb1-5f16-4ff6-baf2-40e0cfc6f480)

Parcel Address(es):

Portion of 301 Washington Street (Known as Block 4 on Alexander Davis Plat)

Proposed Parcel/Land Area: (in Acres)

1.35

Proposed Building Area: (in Square Feet)

Number of Dwelling Units:

154

Number of Stories

5

Number of Parking Spaces

Current and Proposed Uses:

Current: vacant parcel Proposed: mixed-use commercial on first floor and multi-family above.

Description of End Users:

The development will bring in several commercial and retail operators along with hundreds of new residents to downtown.

Current Assessed Value:

Current Property Taxes:

Describe any zoning changes that will be needed:

PUD

Identify any other approvals, permits or licenses needed (ie. Liquor License, Health Department. etc.):

DNR Permit, Building Permit, and Occupancy Permit

Describe briefly what the project will do for the property and/or neighborhood:

The project will increase property value/tax base from $883,000 to an estimated $25,000,0000. The project will bring hundreds of new residents to the core downtown and will bring in $10,000,000 in disposable incomes to support the local economy. The project will also bring new jobs and additional opportunities for retailers. This project will be focused on energy efficiency and long-term sustainability, which is why the project is proposing installation of electric vehicle charging stations in the lower level parking garage.

Project Timeline

Final Plan/Specification Preparation

12/2022

Bidding and Contracting

01/2023

Firm Financing Approval

12/2022

Construction/Rehabilitation

02/2023

Landscaping/Site Work

10/2023

Occupancy/Lease Up

04/2024

Development Team

Developer

The Foundry on 3rd Development, LLC

Architect

JLA Architects

Surveyor

REI Engineering

Contractor

TBD

Others

Describe Development Team expertise and experience in developing similar projects:

Our team started back in 1989 (during a recession), developing multi-family communities for a number of years, and then sold those communities when they saw the market changing. T. Wall then developed a number of major office parks, 5 retail centers, and has been the only developer to ever partner with the City of Madison to develop an industrial park. The T. Wall team withstood the dip in 1993 with tax law changes, the tech stock market crash of 2000, 9/11 and the recession that followed in 2001, the Great Recession of 2008-2012, and the imposed COVID recession of 2020. We have developed and currently manage 1,800 units and 89,000 SF of commercial space. The company is recognized as a pioneer and leader in green development with the largest multi-family solar array in the state.

Other current Development Team projects in development:

We just received occupancy permit for Solaris on Main in Neenah. We are currently under construction on Hidden Creek phase 3 in Madison and Covered Bridge Residences in Windsor. We are set to begin construction on Riverhouse on the Rock in Watertown in the Fall.

Past Development Team projects for references:

Community Name

Tribeca Village

Contact Person

Nick Patterson

Contact Phone Number

608-220-8940

Community Name

Middleton Center

Contact Person

Nick Patterson

Contact Phone Number

608-220-8940

Community Name

Peloton Residences

Contact Person

Nick Patterson

Contact Phone Number

608-220-8940

Community Name

The Masters Residences

Contact Person

Nick Patterson

Contact Phone Number

608-220-8940

Provide a list of References for suppliers and trade groups you have worked on past projects with. Please note, these references will be checked to verify for past performance:

Supplier

Dave Jones, Inc.

Contact Person

Greg Jones, CEO

Contact Phone Number

608-268-7505

Supplier

Stevens Construction Corp.

Contact Person

Mark Rudnicki, CEO

Contact Phone Number

608-222-5100

Supplier

Nonn's Kitchen Bath & Flooring

Contact Person

Adam Nonn, CEO

Contact Phone Number

608-836-8833

Supplier

Terra Engineering

Contact Person

Scott Zimmerman, CEO

Contact Phone Number

608-210-3919

Describe the financial ability of the applicant to complete the project:

Our team has had the financial capacity to build 20+ apartment buildings. We have the capacity to consistently build 4 to 5 buildings per year.

Number of full-time jobs to be created in the City of Wausau by the proposed project:

Average estimated annual salary for full-time jobs to be created by the proposed project

Number of part-time jobs to be created in the City of Wausau by the proposed project:

Average estimated annual salary for part-time jobs to be created by the proposed project

If existing business, number of current full-time employees located in the City of Wausau:

$0

If existing business, number of current part-time employees located in the City of Wausau:

$0

Will you or have you completed a market study related to the project?

Yes

Will you or have you obtained an appraisal on the proposed property acquisition?

Yes

Project Budget/Financial Information

Staff Notes

Describe why the project cannot occur “but for” City participation:

The project cannot occur but for TIF because our construction costs have increased incrementally by 90.5% since prior to Covid. We used to build multi-family communities for $105,000 per unit in 2019 and now construction costs are exceeding $200,000 per unit. We cannot raise rents by 90.5%, so we must find a way to meet the gap.

Identify the sources and uses of funds for the project. Typical sources include equity, lender financing, mezzanine financing, government financing, other anticipated types of public assistance, and any other types or methods of financing.

Use of Funds

Building Construction/Renovation

Amount ($)

$36695000

% of total uses

Use of Funds

Soft Cost/Fees: Other

Amount ($)

% of total uses

Use of Funds

Contingency

Amount ($)

$2210000

% of total uses

Total Uses of Funds Amount

Sources

Equity Type

Loan: Construction Financing

Describe Other

Amount ($)

$33308000

% of total sources

Equity Type

Developer Equity

Describe Other

Amount ($)

$8059000

% of total sources

Equity Type

Other TIF Assistance

Describe Other

TIF Loan

Amount ($)

$0

% of total sources

Total Sources of Funds Amount

Loan Information

Describe Loan

Construction Loan

Amount

$33308263

Terms: (Years and Interest Rate)

3-5 yr; 5.0%

Contact Information

Describe Loan

TIF Loan

Amount

$6216000

Terms: (Years and Interest Rate)

5 yr; 5.5%

Contact Information

Detailed Pro Forma

Staff Notes

Pro Forma Income and Expense Schedule

Applicants whose projects involve the rental of commercial, retail, industrial, or living units must submit project pro formas that identify income and expense projections on an annual basis for a minimum five-year to a maximum eleven-year period. If you expect a reversion of the asset after a holding period please include that in your pro forma as well. Please check with city staff to determine the time period needed for the pro forma. Identify all assumptions (such as absorption, vacancies, debt service, operational costs, etc.) that serve as the basis for the pro formas. **Two sets of pro formas are to be submitted. The first set should show the project without TIF assistance and the second set with TIF assistance.**

For owner-occupied industrial and commercial projects, detailed financial information must be presented that supports the need for financial assistance (see below).

Pro Forma (One without TIF and one with TIF)

No files uploaded.

Analysis of Financial Need

Each application must include financial analyses that demonstrate the need for TIF assistance. **Two analyses must be submitted: one WITHOUT TIF assistance and one WITH TIF assistance.** The applicant must indicate the minimum return or profit the applicant needs to proceed with the project and rationale for this minimum return or profit. The analyses will necessarily differ according to the type of project that is being developed.

Rental Property: For projects involving rental of space by the developer to tenants (tenants include offices, retail stores, industrial companies, and households), an internal rate of return on equity must be computed with and without TIF assistance based on the pro forma of income and expense prepared for the Income and Expense Schedule below. The reversion at the end of the ten-year holding period must be based on the capitalized 11th year net operating income. The reversionary value is then added to the 10th year cash flow before discounting to present value. State all assumptions to the analyses.

For Sale Residential: Show profit as a percent of project cost (minus developer fee and overhead and minus sales commissions and closing costs, which should be subtracted from gross sales revenue). Other measure of profitability may be submitted, such as profit as a percent of sales revenue.

Mixed Use Commercial / For-Sale Residential: Provide either separate analyses for each component of the project or include in the revenue sources for the for-sale portion, the sale value of the commercial component based on the net operating income of the commercial space at stabilization. Indicate how the sale value was derived.

Owner-Occupied Commercial: For projects, such as “big-box” retail projects, provide copies of the analyses that the company needs to meet or exceed the company’s minimum investment threshold(s) for proceeding with the project.

Analysis (One without TIF and one with TIF)

No files uploaded.

Projection Revenue

Staff Notes

This project involves:

Rental Property

Additional Consideration

Staff Notes

Please Answer the Following:

Will you sign a community workforce agreement with the local Building Trades Council?

No

Will you agree to source all sub-contractors from within a 100-mile radius of City of Wausau?

No

Will you agree to not protest to the Board of Review, except in cases of material inaccuracies, your real estate assessment for the subject properties?

Yes

Will you complete the design assistance process of the Wisconsin Focus on Energy Program, which offers incentives and consultations on energy efficiency?

Yes

Will you consider using Property Assessed Clean Energy (PACE) funding which can provide financing support for construction which meets energy efficiency or alternative energy standards?

Yes

Will you provide corporate tax filing verification information for job creation reporting purposes, if requested?

Yes

Will you authorize the City to check references, run a credit report and verify criminal and financial backgrounds

Yes

Attachments

Staff Notes

Sumary Letter

Provide a summary of the project in the form of a letter addressed to the City of Wauau. The lettershould not exceed two (2) pages in length and should include only the following essential information about the project:

- Description of site or building
- Description of end users
- Profitability
- Overview of private sector financing
- Summary of increment projections
- Total development costs
- Current and proposed uses
- Project start and end dates
- Description of public benefits, including job creation
- Amount of TIF assistance requested
- Name of developer and owner
- Statement regarding why TIF is essential and why the “but for” provision will be met

Note: In the “but for” discussion, you must clearly describe why TIF is needed to help this project and why the project will not / cannot proceed without such support. Failure to clearly provide the “but for” explanation will delay action on your application.

Summary Letter

No file uploaded.

Project Narrative

Provide an in-depth overview of the project in narrative format. The narrative must include a description of the following aspects of the project:

- Current condition of the site and historical overview that includes the size and condition of any existing structures, environmental conditions, and past uses of the site.
- Proposed use(s) of project (e.g. industrial, commercial, retail, office, residential for sale or rental, senior housing, etc.).
- Construction information about the project including: size of any existing structure to be demolished or rehabbed; size of any new construction: types of construction materials (structural and finish); delineation of square foot allocation by use; total number and individual square footage of residential units; type of residential units (e.g. for-sale, rental, condominium, single-family, etc.); number of affordable residential units; number and type of parking spaces; and construction phasing.
- If in an existing TID or redevelopment area, confirm that this project is consistent with the goals and objectives in the Project or Redevelopment Plan.
- A summary of the proposed “green” features to be included in the project. All projects that receive TIF assistance are encouraged to include environmentally friendly features.

Project Narrative

No file uploaded.

Filing Requirements

Staff Notes

You must provide all the following items with your signed application for it to be considered complete:

1. Fee: A nonrefundable fee of $1,000 made payable to the City of Wausau.

2. Site Maps: Provide a map that shows the location of the site and a map that focuses on the project and its immediate surroundings.

Site Maps

Foundry on 3rd-Site Plan - 5.25.2022.pdf (/CityOfWausau/TIF/file/08061c50-35a4-433b-a5fa-d2fa68805300)

3. Project Renderings: Provide preliminary architectural drawings, plans, and renderings for the project.

Project Renderings

Foundry on 3rd-Rendering - 5.20.2022-2.pdf (/CityOfWausau/TIF/file/6cfdf277-ffb2-4eff-a254-a921c976d227)

4. Projections: Provide cash flow projections for the project.

Cash Flow Projections

No files uploaded.

5. Statements: Profit and loss statements for the past three (3) years (if applicable) – this may be shared in a closed session if necessary and requested.

Profit and Loss Statements

No files uploaded.

Declarations

The City requests answers to the following for any applicant, investor, developer, officer or affiliate of an entity or LLC with an ownership or share of 20 percent or greater in the proposed project:

Involved in a previous or pending lawsuit or legal proceeding?

Yes

Involved in a previous or pending bankruptcy or insolvency proceeding?

No

Charged with a crime, paid or otherwise complied with civil penalties, or been the subject of a criminal or civil investigation?

No

Have any outstanding tax liens currently or previously?

No

Have any projects with a construction delay of six months or greater?

No

Please attach a detailed explanation of any YES responses.

Disclosure statement.pdf (/CityOfWausau/TIF/file/9c5840d6-ba2f-4c1a-a744-65c848750702)

Submit

Staff Notes

I, by signing this application, agree to the following:

1. I have read, and will abide by all the policies, standards and reporting requirements of the City for Tax Incremental Financing (TIF).
2. The information submitted is correct and adequately represented.
3. I understand the City reserves the right to deny approval, regardless of preliminary approval or the degree of construction completed before application for final approval.
4. I authorize the City to check references, run/obtain credit reports, verify criminal and financial backgrounds and obtain other relevant information on the applicant and parties.
5. I agree to provide additional information as may be requested by the City after filing this application.

Applicant Full Name

Terrence R. Wall

Date

05/24/2022

Non-Discrimination Statement -*The City of Wausau does not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.*

Approval Of Application

Staff Notes

Historic Landmarks Commission Review

Approved By

Date

Economic Development Committee Review

Approved By

Date

Begin User

nick@twallenterprises.com

Begin Date

05/11/2022

Submitted User

support+sapphire@bmisw.com

Submitted Date

05/25/2022

Upload_PDFApp

No file uploaded.

Projection Revenue

Staff Notes

This project involves:

- (●) Rental Property
- ( ) Sales Property

Rental Revenue Projections

	Year 1	Year (1, 2, 3+)	Year (1, 2, 3+)	Add
Income rent per SF (or avg.)	$	$	$	
Commercial Rent	$	$	$	
Commercial Expense Recoveries	$	$	$	
Residential Rent	$ 2931984.00	$	$	
Other	$ 195900.00	$	$	
Gross Potential Income (Sum of Income Sources)	$ 3,127,884.00	$ 0.00	$ 0.00	
Commercial Vacancy	$ 25529.00	$	$	
	Remove	Remove	Remove	

Residential Vacancy	$ 146599.00	$	$
Effective Gross Income (EGI)	$ 35324.00	$	$
Maintenance & Repairs	$ 72350.00	$	$
Real Estate Taxes	$ 625307.00	$	$
Insurance	$ 32940.00	$	$
Management Fee	$ 195904.00	$	$
Professional Fees	$ 122200.00	$	$
Other Expenses	$ 82100.00	$	$
Total Expenses	$ 1130801.00	$	$
Net Operating Income: NOI (EGI - Total Expenses)	$ 2134270.00	$	$
Capital Expenses	$	$	$
Debt Services	$ 2025217.00	$	$
	Remove	Remove	Remove

Net Cash Flow (NOI - Capital Expense and Debt Services)	$ 109053.00	$	$
	Remove	Remove	Remove

Previous

Next

WASHINGTON STREET

THIRD STREET

FIFTH STREET

BLOCK 4
BUILDING
1 LEVEL RETAIL/
COMMERCIAL
4 LEVELS
RESIDENTIAL

ROOF TERRACE
ROOF TERRACE
ROOF TERRACE
CABANA
SEATING POD
FIRE PIT
PAVILION
(W/ BAR & GAME AREA)
FIRE PIT
CABANA
CABANA
CABANA
SEATING POD
SEATING PODS
CABANA
PATIO PATIO PATIO PATIO PATIO PATIO PATIO

LAWN GAMES
(PHASE 1)

PATIO PATIO PATIO PATIO PATIO
FUTURE AMMENITY
SPACE
PATIO PATIO PATIO PATIO PATIO PATIO PATIO

FUTURE
BLOCK 5
BUILDING

PHASE 1
PHASE 2
ENTRY/EXIT
(AT LOWER LEVEL PARKING)

RAMP 6%
PATIO PATIO
POTENTIAL
SKYWAY &
CROSSWALK
PATIO PATIO
RAMP 12%
28'-0"
RAMP 6%

REFUSE
ACCESS

GEN.
T.

DOG RUN

REFUSE
ACCESS

(50 PARKING SPACES)

POTENTIAL
SKYWAY &
CROSSWALK

JACKSON STREET

(EXISTING PARKING GARAGE)

JLA
ARCHITECTS

THE FOUNDRY ON 3RD

CONCEPTUAL MASTERPLAN

MAY 20, 2022
1"=40' @ 11x17

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

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

WASHINGTON STREET

THIRD STREET

FIFTH STREET

BLOCK 4
BUILDING
1 LEVEL RETAIL/
COMMERCIAL
4 LEVELS
RESIDENTIAL

ROOF TERRACE
ROOF TERRACE
ROOF TERRACE
CABANA
SEATING POD
FIRE PIT
PAVILION
(W/ BAR & GAME AREA)
FIRE PIT
CABANA
CABANA
CABANA
SEATING POD
SEATING PODS
CABANA
PATIO PATIO PATIO PATIO PATIO PATIO PATIO

LAWN GAMES
(PHASE 1)

PATIO PATIO PATIO PATIO PATIO
FUTURE AMMENITY
SPACE
PATIO PATIO PATIO PATIO PATIO PATIO PATIO

FUTURE
BLOCK 5
BUILDING

PHASE 1
PHASE 2
ENTRY/EXIT
(AT LOWER LEVEL PARKING)

RAMP 6%
PATIO PATIO
POTENTIAL
SKYWAY &
CROSSWALK
PATIO PATIO
RAMP 12%
28'-0"
RAMP 6%

REFUSE
ACCESS

GEN.
T.

DOG RUN

REFUSE
ACCESS

(50 PARKING SPACES)

POTENTIAL
SKYWAY &
CROSSWALK

JACKSON STREET

(EXISTING PARKING GARAGE)

JLA
ARCHITECTS

THE FOUNDRY ON 3RD

CONCEPTUAL MASTERPLAN

MAY 20, 2022
1"=40' @ 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 – Development Overview

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 to 3rd street and downtown.

	Apt. Units	Commercial SF.	Underground Parking	Ramp Parking
Block 4	153	16,500	132	50
Block 5	153+	0	132	50
Total	306+	16,500	264	100

(Approximate and subject to change)

Projected Development Schedule

	Construction Start	Occupancy
Block 4	March 2023	April 2024
Block 5	February 2025	March 2026

(Approximate and subject to change)

P.O. Box 620037 Middleton, WI 53562 608-220-8940 Nick@twallenterprises.com

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)

P.O. Box 620037 Middleton, WI 53562 608-220-8940 Nick@twallenterprises.com

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. Steel cable suspended balconies will recall the heavy use of steel in industrial era warehouses and foundries. The Foundry will incorporate two brick tones 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

P.O. Box 620037 Middleton, WI 53562 608-220-8940 Nick@twallenterprises.com

DISCLOSURE STATEMENT

APPLICANT: The Foundry on 3rd Development, LLC

SPONSOR(s) NAME: Terrence R. Wall;

Terrence Wall secured a construction loan from Wells Fargo bank in the fall of 2008 to develop two office/warehouse facilities in Mesa, *AZ*. In December 2009 Wells Fargo requested a re-margin of the loan for the full loan amount even though only 75% of the loan had been drawn to construct the facilities. The borrower made all of the required payments due under the loan since inception and at no time was the loan ever in default. Wells Fargo foreclosed on the security in January 2011, subsequently sold the properties 100% vacant at a time when economy was near a low point and then filed a judgment against the borrower in the amount of approximately $2.7 million. The judgment was appealed and fully satisfied in early 2016.

MEMORANDUM

TO: Liz Brodek – Development Director

FROM: Keith Dahl - Ehlers

DATE: September 7, 2022

SUBJECT: T. Wall Enterprises Tax Increment Financing Request and Recommendation

The City received a financial assistance request from T. Wall Enterprises (the "Developer") to construct a mixed-use apartment building on the southwest corner at the intersection of Washington Street and North 3rd Street. The Developer requested a Municipal Revenue Obligation (MRO) Note in the principal amount of $6,200,000 to construct a 154-unit apartment and 17,520 square feet of commercial space (the "Project"). The Project would consist of studio, 1, 2, and 3-bedroom units with seven commercial tenant spaces. Construction is proposed to start this fall with an anticipated development cost slightly over $48 million or $312,095 per unit.

This memo has been prepared by Ehlers, at the request of the City, in conjunction with a review of the Project, specifically the budget and pro forma based on general industry standards for construction, land acquisition, and project costs; as well as to ensure that all development costs, rental revenues, and expenditures have been appropriately accounted for and considered. General industry standards for purposes of this memo were determined by review of similar projects within Minnesota and Wisconsin over the last two years.

Based on our review, the requested assistance is more than what is necessary for the project to become financially feasible. **We've concluded an MRO Note in the principal amount of $6,000,000 is supported for the Project.** The tables below provide a synopsis of the sources and uses for the Project with the supported amount of public assistance.

SOURCES	Amount	Pct.	Per Unit
First Mortgage	28,972,000	60.3%	188,130
MRO Note	6,000,000	12.5%	38,961
Equity	13,090,573	27.2%	85,004
TOTAL SOURCES	**48,062,573**	**100%**	**312,095**

USES	Amount	Pct.	Per Unit
Acquisition Costs	500,000	1.0%	3,247
Construction Costs	39,658,478	82.5%	257,523
Professional Services	1,399,307	2.9%	9,086
Financing Costs	2,684,035	5.6%	17,429
Developer Fee	2,403,128	5.0%	15,605
Cash Accounts/Escrows/Reserves	1,417,625	2.9%	9,205
TOTAL USES	**48,062,573**	**100%**	**312,095**

Pro Forma Analysis:

1. Financing – The Developer intends to finance the Project with a first mortgage that is approximately 60% of total development costs. Based on current underwriting conditions and lender sizing constraints, the Developer appears to be maximizing its first mortgage debt. The remaining balance of the total development costs would be covered by equity and a privately financed MRO Mortgage. The proposed financing meets our expectations for a project of its nature.

2. Total Development Costs (TDC) – The TDC is approximately $48 million or $312,095 per unit. Under current market conditions, similar projects have generally ranged between $270,000 and $350,000 per unit so the costs are in line with what we would expect under current market conditions. In addition, the per unit metric referenced does not deduct the cost of commercial space. The total residential development cost is approximately $43.2 million or $280,240 per unit.

3. Acquisition Costs – The acquisition cost is $500,000, or $3,247 per unit. Similar developments have ranged between $7,500 to $15,000 per unit. It appears the land acquisition cost is below the typical range since the land is not being appraised on an income approach or highest and best. The lower acquisition cost benefits the overall financial feasibility of the Project.

4. Developer Fee – The proposed developer fee was $2,993,353 or 6.1% of TDC. For developments requesting City assistance, we'd expect to see a developer fee between 3% to 5%. We reduced the developer fee to 5% of TDC or $2,403,128 for analysis purposes in determining the supportable amount of public assistance.

5. Residential Rents – Proposed market rate rents range between $800 per month for the smallest studio unit to $2,879 per month for a 3-bedroom unit. On a per square foot basis, market rate rents range between $1.88 to $2.25, averaging $1.99. Based on review of a CoStar multi-family market report for Wausau and the surrounding area, the proposed rents appear to be reasonable. On an average per square foot basis, other market rate apartments built within the last two years ranged between $1.64 and $2.12.

6. Commercial Rent – The commercial rents will be structured as triple net leases, meaning the tenant is responsible for paying their respective expenses of the property including property taxes, insurance, and maintenance. The commercial rent that will be collected by the Developer will be $23.00 per square foot for the restaurant tenant, $19.00 per square foot for the smaller retail spaces, and $17.00 per square foot for the larger retail spaces. The proposed triple net rents appear to be reasonable for the market. Other retail spaces built within the last two years in Wausau and the surrounding area have triple net lease rates ranging between $15.00 and $25.00 per square foot.

7. Operating Expenses – The operating expenses on a per unit basis are $1,957, which is well below the typical market range of $3,500 to $4,500 per unit per year. Please note that this per unit expense is before management fees, property taxes, and replacement reserves. While lower than the typical range, the management fee is 6% of the effective gross income

(EGI) of the Project. The typical range for management fees range between 3% to 5% of EGI. It appears the lower operating costs before management fees, property taxes, and replacement reserves is reasonable when you factor in the higher management fee.

Available Tax Increment:

The Project is currently contemplated to be located within the City's Tax Increment District (TID) #12 after boundary amendments. In consultation with the City Assessor, it is estimated the market value of the Project will be $24,520,000 ($145,000 per residential unit and $125 per commercial square foot). Based on the estimated market value, it is projected the Project will generate over $623,450 of annual tax increment. Based upon an annual 1.00% inflation factor, 80% of tax increment being available to the Developer, and a financing rate of 5.50%, the Project could support an MRO Mortgage in the maximum principal amount of $6,000,000 over a 21-year term (remaining number of years for the TID). In total, principal and interest, public assistance to the Project would be $10,800,000.

This would leave 20% of the annually collected tax increment available to the City over the remaining term of the TID to reimburse for upfront project expenditures and ongoing administrative costs related to the TID. In total, the future value sum collected by the City over 21 years could be approximately $2,803,718. Attached for reference is a cashflow projection.

Projected Return on Investment:

As part of this analysis, we want to ensure that any public assistance in the project does not result in a return on investment greater than what is typical within the industry. Return on investment (ROI) is a performance measure used to evaluate development projects. There are a few common metrics used; however, the typical industry standard is to achieve a 10% average annual cash-on-cash (COC) though this may range between 9 – 11%.

Average annual COC calculates annual net cash flow against the initial equity investment without consideration of market fluctuations on a future sale value. The calculation is simply net cash flow (after debt service) divided by the total amount of equity invested. Based on current estimates over 21-years, the Developer would achieve a 9.7% average annual COC return in the final year of tax increment assistance.

Recommendation:

Based on our review of the Developer's pro forma and under current market conditions, the Project may not reasonably be expected to occur solely through private investment within the near future. The cost associated with development of the Project is only feasible, in part, through public financial assistance from the City. We conclude an MRO Note in the principal amount of $6,000,000 with an interest rate the lesser of 5.50% or the Developer's actual rate of financing, and payable from 80% of the available tax increment over an anticipated term of 21 years is supported for this project. In total, principal and interest, public assistance to the Project would be $10,800,000.

Please contact Keith Dahl at 651-697-8500 with any questions.

City of Wausau

TID 12

Cash Flow Projection

Year	Projected Revenues			Expenditures			Balances		Year
	Tax Increments	Other Revenue	Total Revenues	MRO 10,800,000 Dated Date: TBD 80% Increment	Remaing Increment - 20%	Total Expenditures	Annual	Cumulative	
2024	0		0		0	0	0	0	2024
2025	137,066		137,066	109,653	27,413	137,066	0	0	2025
2026	458,723		458,723	366,978	91,745	458,723	0	0	2026
2027	623,453		623,453	498,762	124,691	623,453	0	0	2027
2028	629,687		629,687	503,750	125,937	629,687	0	0	2028
2029	635,984		635,984	508,787	127,197	635,984	0	0	2029
2030	642,344		642,344	513,875	128,469	642,344	0	0	2030
2031	648,768		648,768	519,014	129,754	648,768	0	0	2031
2032	655,255		655,255	524,204	131,051	655,255	0	0	2032
2033	661,808		661,808	529,446	132,362	661,808	0	0	2033
2034	668,426		668,426	534,741	133,685	668,426	0	0	2034
2035	675,110		675,110	540,088	135,022	675,110	0	0	2035
2036	681,861		681,861	545,489	136,372	681,861	0	0	2036
2037	688,680		688,680	550,944	137,736	688,680	0	0	2037
2038	695,567		695,567	556,453	139,113	695,567	(0)	(0)	2038
2039	702,522		702,522	562,018	140,504	702,522	0	(0)	2039
2040	709,548		709,548	567,638	141,910	709,548	(0)	(0)	2040
2041	716,643		716,643	573,314	143,329	716,643	(0)	(0)	2041
2042	723,809		723,809	579,048	144,762	723,809	0	(0)	2042
2043	731,048		731,048	584,838	146,210	731,048	0	(0)	2043
2044	738,358		738,358	590,686	147,672	738,358	(0)	(0)	2044
2045	745,742		745,742	527,772	217,969	745,742	(0)	(0)	2045
Total	13,570,402	0	13,565,596	10,800,000	2,803,718	13,605,380			Total

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

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:**	September 27, 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

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

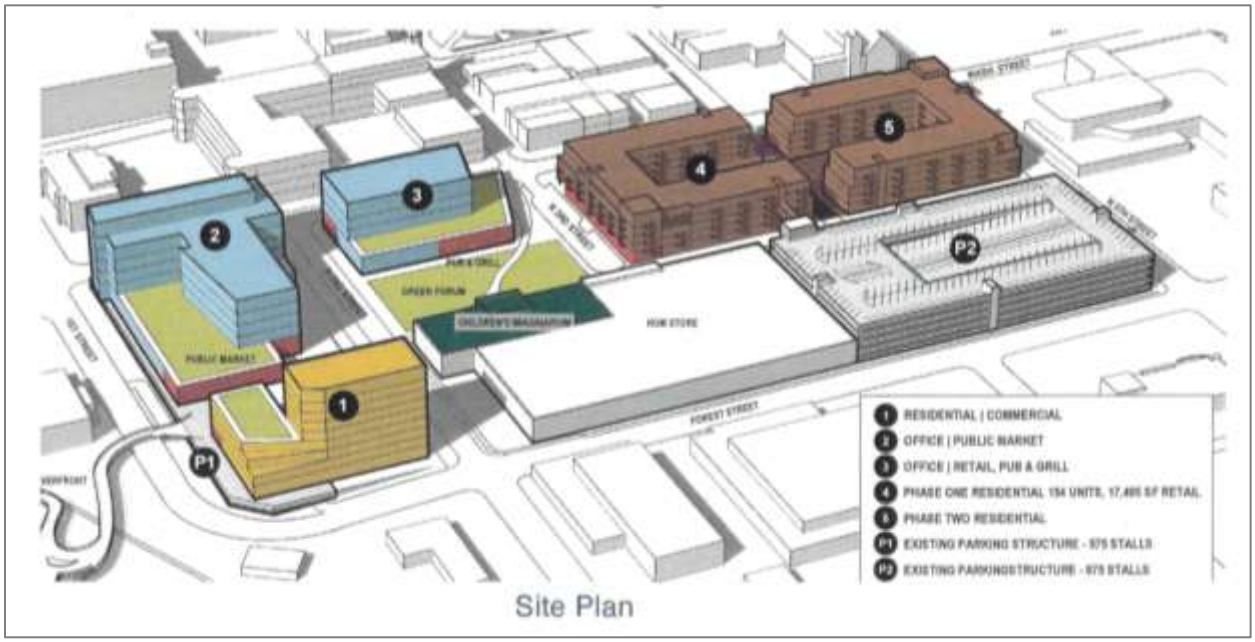
From: Brad Lenz
To: Plan Commission
Date: June 15, 2022
Subject: Amend the General Development Plan of the PUD at Former Mall Site

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)



Site Plan

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.

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)

P.O. Box 620037 Middleton, WI 53562 608-220-8940 Nick@twallenterprises.com

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)

P.O. Box 620037 Middleton, WI 53562 608-220-8940 Nick@twallenterprises.com

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

P.O. Box 620037 Middleton, WI 53562 608-220-8940 Nick@twallenterprises.com

WASHINGTON STREET

THIRD STREET

FIFTH STREET

BLOCK 4
BUILDING
1 LEVEL RETAIL/
COMMERCIAL
4 LEVELS
RESIDENTIAL

ROOF TERRACE
ROOF TERRACE
ROOF TERRACE
CABANA
SEATING POD
FIRE PIT
PAVILION
(W/ BAR & GAME AREA)
FIRE PIT
CABANA
CABANA
CABANA
SEATING POD
SEATING PODS
CABANA
PATIO PATIO PATIO PATIO PATIO PATIO PATIO

LAWN GAMES
(PHASE 1)

PATIO PATIO PATIO PATIO PATIO
FUTURE AMMENITY
SPACE
PATIO PATIO PATIO PATIO PATIO PATIO PATIO

FUTURE
BLOCK 5
BUILDING

PHASE 1
PHASE 2
ENTRY/EXIT
(AT LOWER LEVEL PARKING)

RAMP 6%
PATIO PATIO
POTENTIAL
SKYWAY &
CROSSWALK
PATIO PATIO
RAMP 12%
28'-0"
RAMP 6%

REFUSE
ACCESS

GEN.
T.

DOG RUN

REFUSE
ACCESS

(50 PARKING SPACES)

POTENTIAL
SKYWAY &
CROSSWALK

JACKSON STREET

(EXISTING PARKING GARAGE)

JLA
ARCHITECTS

THE FOUNDRY ON 3RD

CONCEPTUAL MASTERPLAN

MAY 20, 2022
1"=40' @ 11x17

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

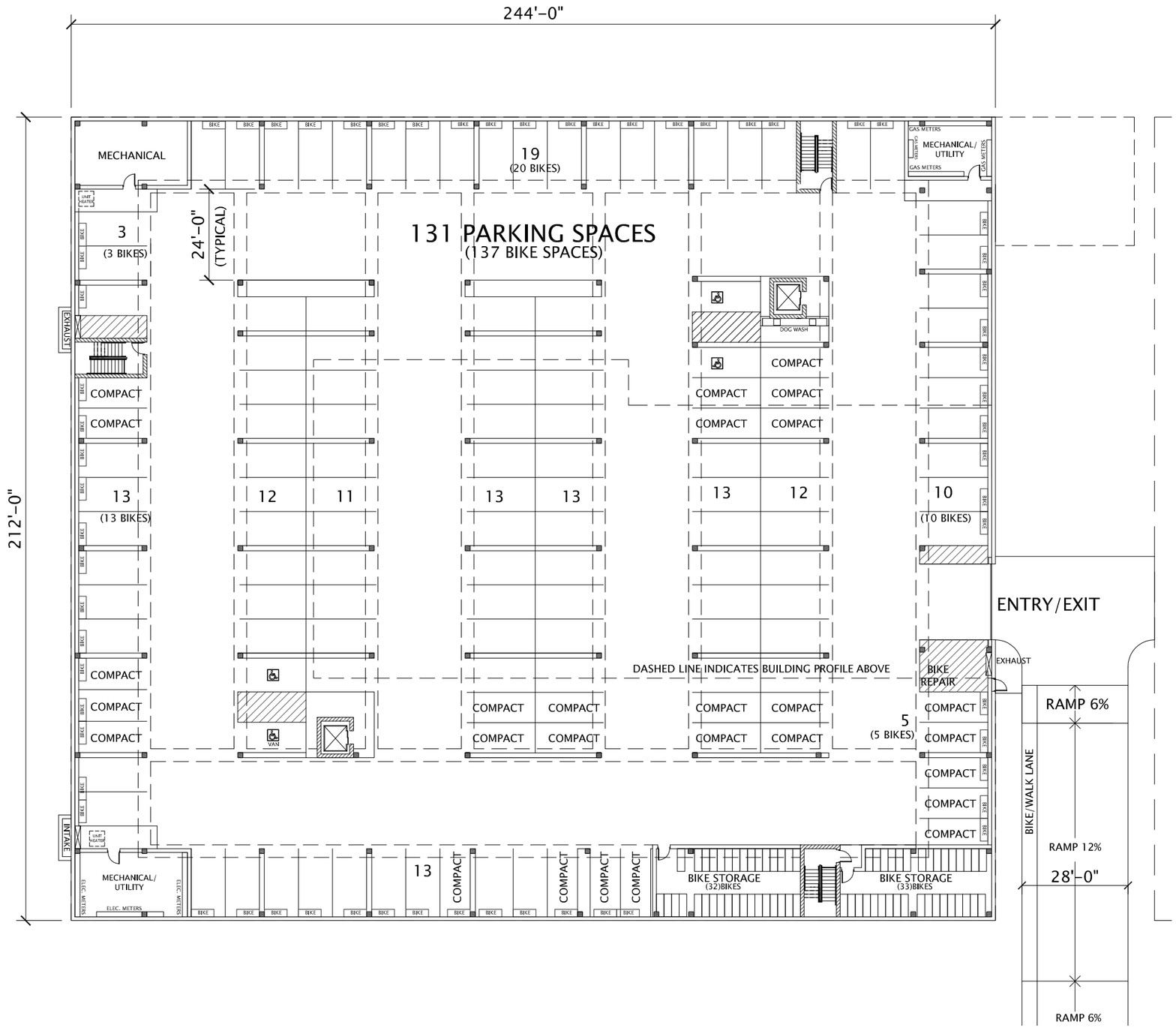
*** 137 TOTAL COVERED BIKE SPACES

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



JLA ARCHITECTS

THE FOUNDRY ON 3RD – PHASE 1

LOWER LEVEL PARKING PLAN

MAY 20, 2022

1"=30' @ 11x17

T. Wall Enterprises Development, LLC

WASHINGTON STREET

FUTURE BLOCK 3 BUILDING

FUTURE BLOCK 5 BUILDING

244'-0"

61'-4"

130'-8"

8

8

B-06

CAFE/COFFEE
3,260 SF

62'-0"

COMMERCIAL 6
4,560 SF

80'-0"

57'-0"

50'-0"
COMMERCIAL 7
1,470 SF

FIRE PUMP ROOM

PARCELS (13'x10')

VESTIBULE

LEASING
570 SF

MAIL (13'x11')

W.

M.

LOBBY

FITNESS
1,435 SF

CLUB ROOM
1,750 SF

FIREPLACE/TV

STORAGE

SEATING POD

EXHAUST

57'-0"

6'-0"

212'-0"

149'-0"

5

10

7

THIRD STREET

COMMERCIAL 3
2,380 GSF

64'-0"

COMMERCIAL 2
1,600 GSF

28'-0"

COMMERCIAL 1
3,250 GSF

56'-0"

INTAKE

57'-0"

TURF SPACE

CABANA

CABANA

CABANA

CABANA

FIRE PIT

PAVILION
(W/ BAR & GAME AREA)

FIRE PIT

SEATING POD

SEATING PODS

TURF SPACE

PHASE 1:
GREEN SPACE

ENTRY/EXIT
(AT LOWER LEVEL PARKING)

PATIO

PATIO

PATIO

PATIO

PATIO

PATIO

PATIO

STOR.

MECH.

1BD+ (C1)
940 SF

ST (A)
517 SF

ST (A)
517 SF

1BD (B1)
778 SF

ST (A)
517 SF

ST (A)
517 SF

2+BD (E1)
1,235 SF

PATIO

RAMP 6%

PHASE 1

PHASE 2

REFUSE

MICRO
355 SF

MICRO
355 SF

MICRO
355 SF

MICRO
355 SF

MICRO
355 SF

MICRO
355 SF

MICRO
355 SF

MICRO
355 SF

2+BD (E1)
1,235 SF

PATIO

RAMP 12%

28'-0"

BIKE/WALK LANE

FUTURE BLOCK 5 BUILDING

THE FOUNDRY ON 3RD – PHASE 1

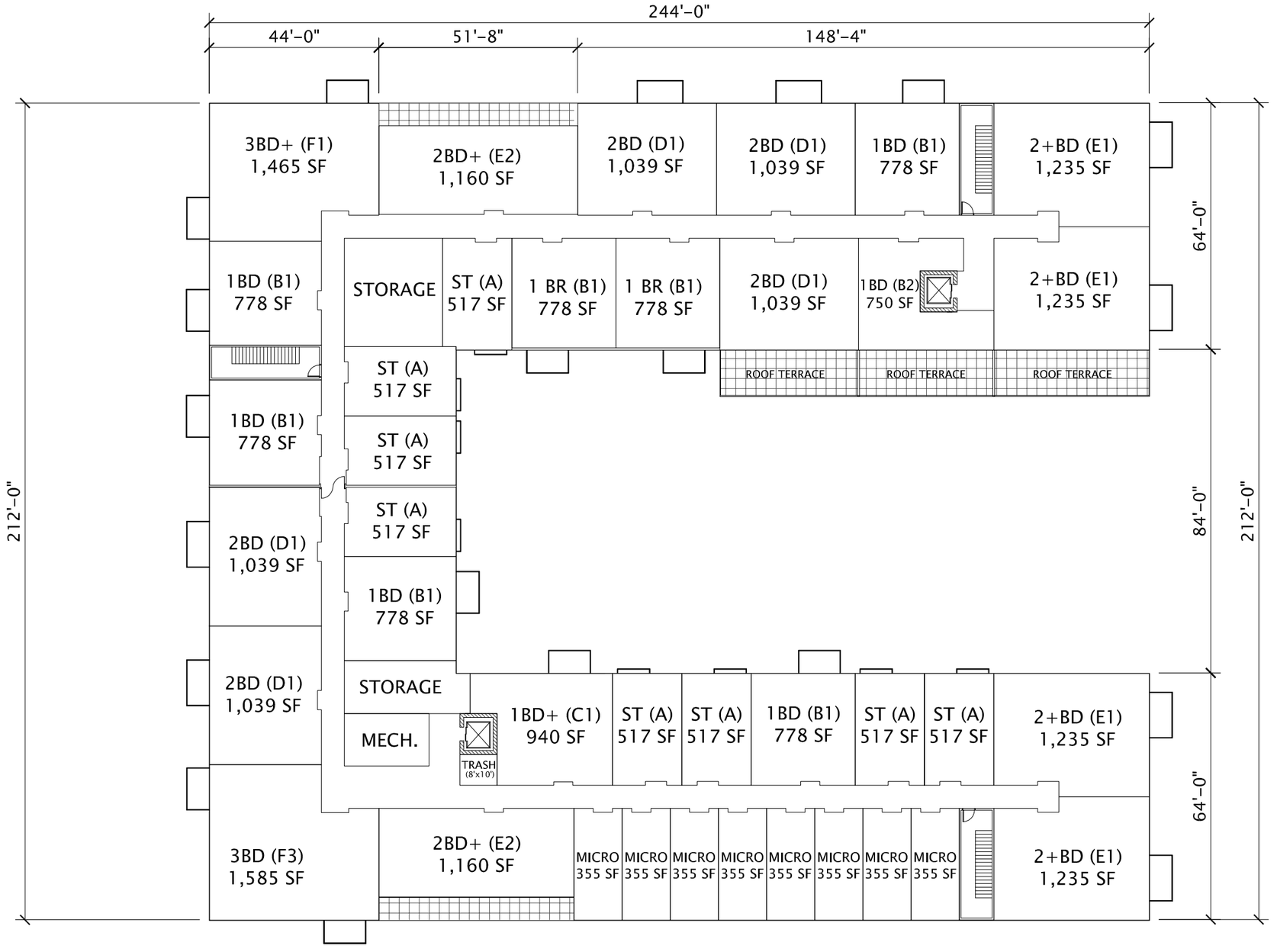
FIRST FLOOR PLAN

MAY 20, 2022

1"=30' @ 11x17

JLA ARCHITECTS

T. Wall Enterprises Development, LLC



JLA ARCHITECTS

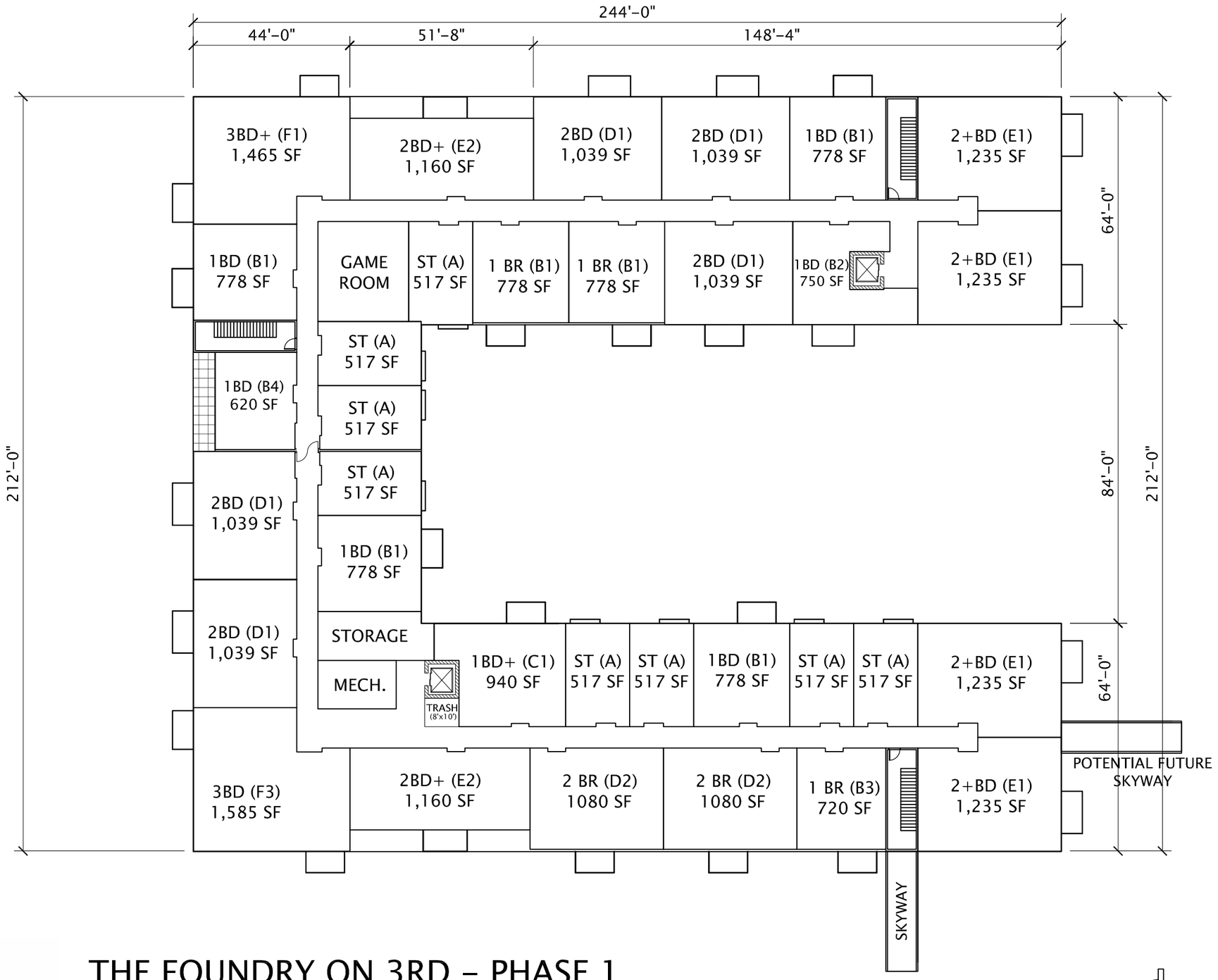
THE FOUNDRY ON 3RD – PHASE 1

SECOND FLOOR PLAN

MAY 20, 2022

1"=30' @ 11x17

T. Wall Enterprises Development, LLC



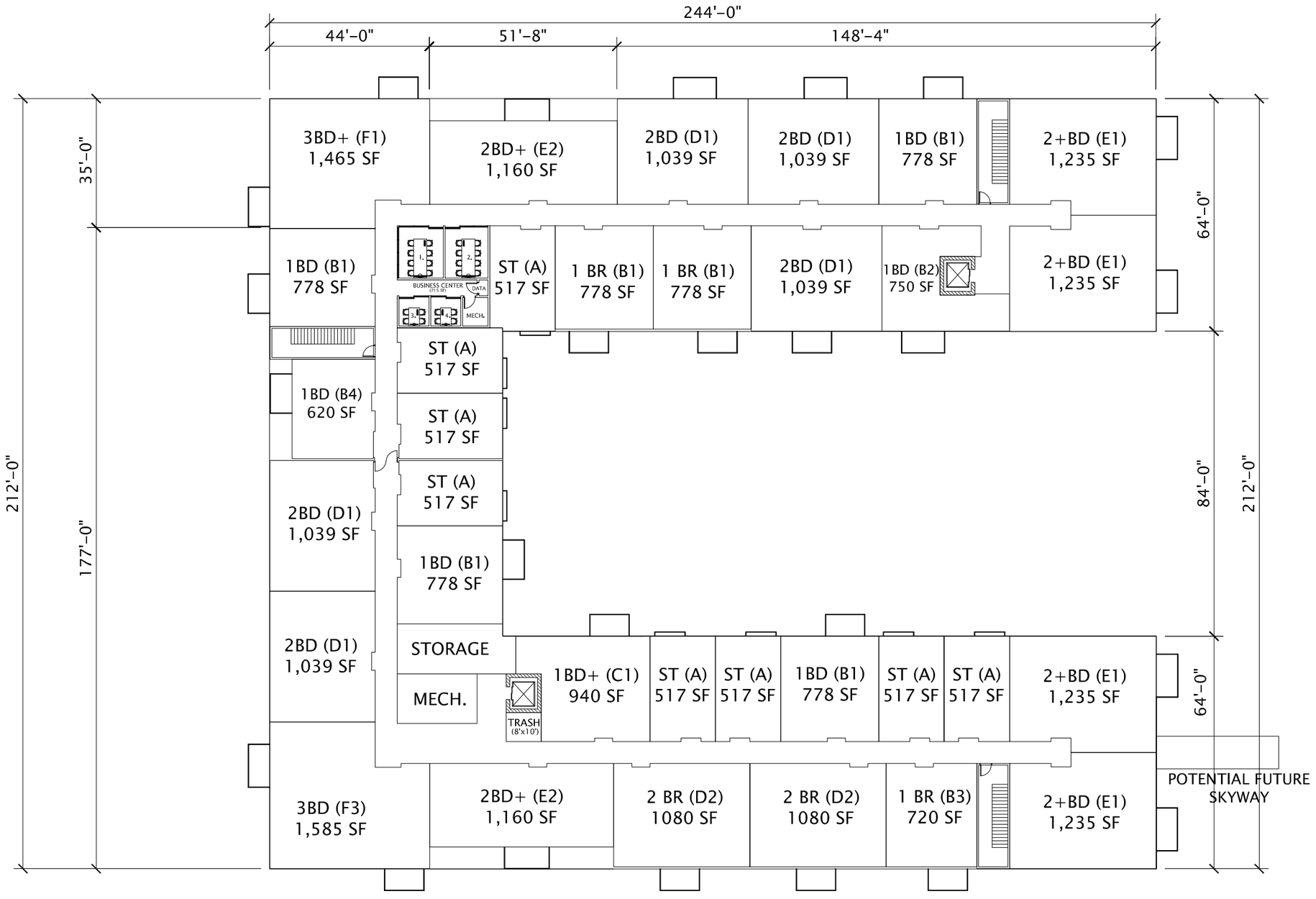
JLA ARCHITECTS

THE FOUNDRY ON 3RD – PHASE 1

THIRD FLOOR PLAN

MAY 20, 2022
1"=30' @ 11x17

T. Wall Enterprises
Development, LLC



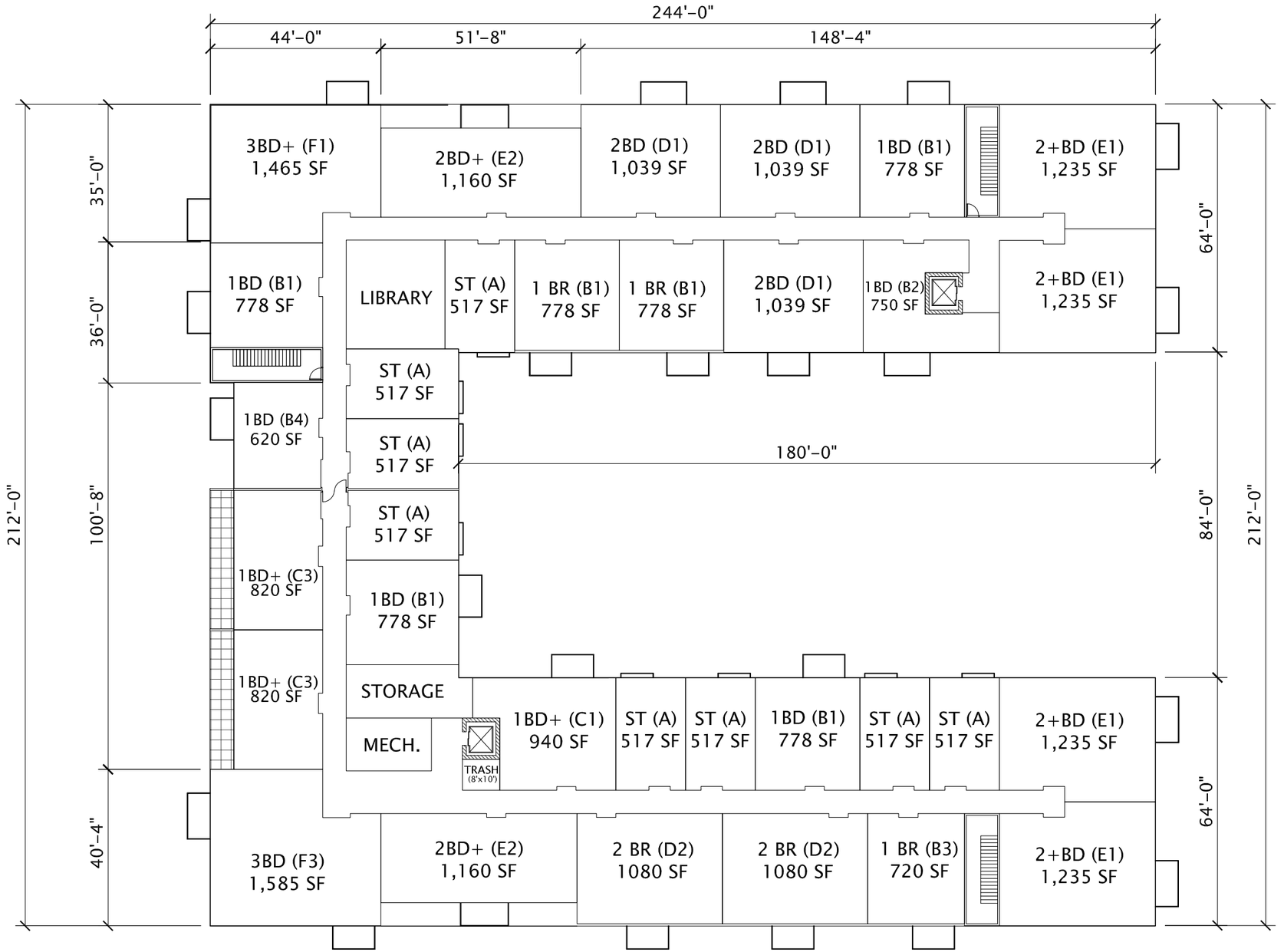
JLA ARCHITECTS

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