



*** 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: **ECONOMIC DEVELOPMENT COMMITTEE**

Date/Time: **Tuesday, September 7, 2021 at 5:15 p.m.**

Location: **City Hall, Council Chambers**

Members: Tom Neal (C) , Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

1. Approval of the Minutes from 8/3/2021.
2. Discussion and possible action on Draft RFP For West Side Battery site (415 S 1st Ave)
3. Discussion and possible action on approving contracting with Aplomb PR to extend campaign through Febraury 2022.
4. Adjournment

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

This Notice was posted at City Hall and emailed to the Media on 7/29/21

This meeting is being held in person and/or via teleconference (all public participants' phones will be muted during the meeting) by calling 1-408-418-9388.

The Access Code is: 1461 00 7947 The Password is: p8mQTmNS33

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: <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail shannon.graff@ci.wausau.wi.us with "PH&S Public Comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the chair.

Other Distribution: Media, Alderpersons, Mayor, City Departments

MINUTES

Economic Development Committee Meeting

Date | time Tuesday, August 3, 2021 at 5:15 P.M. | *Meeting called to order by* Neal at 5:15 P.M.

In Attendance

Members Present: Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen, and Tom Kilian

Others Present: Mayor Katie Rosenberg, Lou Larson, Brad Lenz, Anne Jacobson, Shannon Graff, Samuel Wessel

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item #1 – Approval of the Minutes from 6/1/2021

Kilian motioned to approve minutes, seconded by Rasmussen. Committee voted and motion carried 5-0

Agenda Item #2 – Discussion and possible action on Waiver of Right to First Refusal at 400 S 86th Avenue from Cannistra Properties LLC to Quality Time Custom Fit Linens, LLC

Atty. Jacobson presented on the agenda item. Jacobson explained there is a deed restriction in the business campus that requires when a business receives an accepted offer from a non-related entity they have to offer it to the city at the contracted purchase price.

Rasmussen motioned to approve the waiver. Seconded by McElhaney. Committee voted and motion carried 5-0.

Agenda #3 – Discussion and possible action on approving contracting with Aplomb PR to manage the Wausome Facebook page.

Atty. Jacobson presented on the agenda item. The committee released an RFP in 2017 and 2018 and in 2019 they selected Aplomb PR. It was not approved by council but they only approved Aplomb PR (E. Knight) for 2019. Since then, there have been several short term “serial” contracts which the city’s procurement policy does not address. The most recent contract was for \$1,000 and 11 weeks which brings the total paid to Aplomb an amount of \$39,500 over the last 3 ½ years. Jacobson stated Aplomb presented a contract for \$1,000 to the city in June 2021 which was supposed to start on 6/24/21 and run until 9/6/21. Jacobson asked for discussion as to whether the city continue with the short term contracts or pursue a longer term contract.

Neal commented that he sees work is being done on the Facebook page and feels there is a need for this work. He expressed the desire to have a defined scope of work along with a longer term contract.

Rasmussen stated when the partnership with Aplomb began the scope of Knights work included many other things other than only managing the Facebook page and the committee earmarked \$10,000/yr. for those services. Rasmussen asked if that is a separate contract from the current proposed contract.

Neal clarified the first contract with Aplomb was based on a budget of \$24,000 for a years’ worth of work and included more responsibilities but ongoing should be up to the new Community and Economic Development Director.

Rasmussen spoke in support of continuing with Aplomb at least for the short term to continue engagement and keep content fresh. Rasmussen did say she does not think city staff should be assigned as an administrator.

Mayor Rosenberg agrees that she does not think city staff/council should be administrators on social media sites.

Rasmussen motioned to approve the contract, seconded by Watson.

McElhaney requested Knight clarify if she has been managing the page since June 2021 despite having a contract in place.

Knight responded she has been managing the page despite the contract not being signed.

Committee voted and motion carried 4-1 with Kilian being the dissenting vote.

Agenda Item #4 – Discussion and possible action on amending the Development Agreement with Riverlife Condos, LLC to include a new property description and dates for project completion.

Agenda #4 was removed from the agenda as there are still details being worked out before it can be considered by the committee.

Agenda Item #5 – Discussion and possible action on assignment and assumption of Thomas Street Phase 1 remnant parcels from VestedNest Property Group, LLC to Thomas Street Duplex, LLC and amendment to Development Agreement eliminating paragraph 9. Transfers; Assignment.

Atty. Jacobson presented on the agenda item and explained that VestedNest wants to transfer the Thomas Street Duplexes on another 10-31 exchange to Fran Earhardt who assigned her purchase contract to Thomas Street Duplexes, LLC. The original development agreement requires they come to the city to get assignment for that agreement. At the last council action, council agreed to waive the right of first refusal but the development agreement still requires the city to approve assignments. Jacobson explained the amendment provided in the packet formalizes that we no longer have the right of first refusal and removed the city's right to approve assignments, as requested by Thomas Street Duplexes, LLC. Jacobson stated all properties are built, the full amount of the loan has been forgiven and there are no other remaining obligations in the development agreement other than if the property sold to a non-taxable entity, they'd have to make a pilot payment to the city. This obligation remains whether or not the city consents to assignments. Jacobson explained the removal of this verbiage means the city will no longer know if the next owner transfers it again.

Rasmussen commented that the properties are no different than any other rental property to be managed by the private sector and sees no reason for the city to have a hand in the assignments unless it's a non-taxable entity. Rasmussen asked if it was Jacobson's recommendation to approve this amendment.

Jacobson recommended to approve the amendment.

Rasmussen motioned to approve the amendment, seconded McElhaney.

Watson questioned Jacobson's staff memo in the packet where it stated that she does 'not' recommend to approve the amendment.

Jacobson replied that was an error on her part and she does recommend to approve. She confirmed what Rasmussen stated that the city doesn't have any 'skin in the game' since agreement has been fulfilled.

Committee voted and motion carried 5-0.

Chair Neal introduced the item as presented in the packet.

Kilian motioned to approve, seconded by Watson.

Rasmussen presented 5 modifications to the resolution and provided a hard copy to committee members. Rasmussen indicated 4 of her modifications were cosmetic and one substantive. Rasmussen's proposed changes are as follows:

- ✓ **1st Whereas –**
 - **Resolution stated**
“.... where all feel welcomed and fall in love with our community the way we have fallen in love with Wausau”
 - **Rasmussen's proposed change stated**
“....where all feel welcomed and love our community the way we love Wausau”
- ✓ **3rd Whereas –**
 - **Resolution stated**
“We see and hear and appreciate and participate in the human diversity that strengthens and expands our community”
 - **Rasmussen's proposed change stated**
“We see, hear, appreciate and participate in the human diversity that strengthens and expands our community”
- ✓ **6th Whereas – (contains two proposed changes by Rasmussen)**
 - **Resolution stated**
“...continue to work to achieve equity and to foster understanding. We recognize that words have power and when we say equity, we mean sustainable and just access to resources that will help us all gain entry to the American dream but we realize that we don't all start in the same place”
 - **Rasmussen's proposed change stated**
“...continue to work to foster understanding and embrace opportunities. We recognize that to achieve this, people need sustainable and fair access to opportunities that will help us all pursue the American dream.
- ✓ **7th Whereas**
 - **Resolution stated**
“We know our expression as a progressive, welcoming community.....”
 - **Rasmussen's proposed change stated**
“We know our expression as a forward thinking....”

Lengthy and extensive discussion occurred between committee members and one public comment by Alder Lou Larson who is not on the ED Committee, regarding the modifications presented. This discussion can be accessed on the city's YouTube channel for the full dialogue:

<https://www.youtube.com/watch?v=Hme8hSgLWYQ>.

Neal motioned to amend the Resolution and accept the changes to paragraphs 1, 3 and 7 but no changes to Whereas #6, seconded by Watson.

Committee voted on motion to amend the resolution. Motion carried 5-0.

Committee voted on the initial motion which carried 4-1 with Rasmussen being the dissenting vote.

Agenda #7 – Adjournment

Kilian motioned to adjourn, seconded by Watson. Committee voted and motion to adjourn carried 5-0. Meeting adjourned at 7:32 P.M.

Office of the Mayor
Katie Rosenberg



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

September 7, 2021

Dear Interested Parties,

The City of Wausau is pleased to release this Request for Proposals (RFP) for redevelopment of the former "Westside Battery" (0.22 acre) and "L&S Printing" (0.57 acre) parcels at 415 and 401 South First Avenue on the City's West Riverfront.

The City of Wausau is proud of a long track record of successful public-private partnerships for development which has resulted in over \$100 million invested in Downtown in the past decade and another \$80 million currently under construction.

Proposals must include 1. proposed property purchase or lease price; 2. estimated construction value; 3. estimated taxable value; 4. architectural renderings of the proposed construction; 5. any request for city participation.

Successful proposals should:

- Complement Downtown Wausau's mix of retail and commercial office.
- Propose a use that complements urban density and maximizes property tax value of the land to City.
- Reutilizes the historic building or proposes an architecturally unique building which meets the City's Urban Design Guidelines.

Event	Date
1. RFP Released	September 8, 2021
2. Proposals Due	September 29, 2021
3. Initial Review of Proposals	September 30, 2021

Questions and/or additional information on this RFP and private tours of the existing building are available upon request. Please contact:

Liz Brodek – Planning, Community & Economic Development, liz.brodek@ci.wausau.wi.us

Sincerely,

Katie Rosenberg
Mayor

History & Background

The City of Wausau is pleased to accept proposals for the redevelopment of the former Westside Battery and L&S Printing sites on the West Riverfront. The existing structure of the former Westside Battery building is approx. 3,080 square feet and includes a partial basement. Private tours of the building are available upon request by contacting Liz Brodek, City of Wausau Development Director, at liz.brodek@ci.wausau.wi.us or (715) 261-6685.

The City seeks creative proposals which can utilize either one or both of the sites and which could involve the reuse of the existing building or the construction of new buildings. Successful proposals should:

- Complement Downtown Wausau's mix of retail, restaurant, service, and commercial office space
- Propose a use that complements urban density and maximizes property tax value of the land.
- Reuse the historic building or propose an architecturally unique building that meets the City's Urban Design Guidelines and fulfills the gateway nature of the site.



Proposal Format and Required Information

The submitted proposals should include each of the following sections:

1. Interested developer name, address, telephone, and email.
2. Executive Summary of the project.
3. A draft site plan for the property. Plan does not need to be engineered but should generally be to scale.
4. Proposed use of the area, including plans and elevations of the proposed project, or relevant examples.
5. Proposed purchase price offered.
6. Estimated construction value and approximate construction timeline.
7. Other successful urban redevelopment project examples
8. Any request for city participate. If city participation or funding is requested, the proposer will need to complete an Application for City Assistance, which can be found online at:

<https://www.wausaudevelopment.com/TIFDevelopment.aspx>

The city's development and incentive strategy particularly encourages the diversification of housing typology and rents, deployment of alternative energy technology, achievement of high energy efficiency standards, and/or the use of Property Assessed Clean Energy (PACE) tools; the priority hiring of local contractors and subcontractors; and workforce agreements with the local Building Trades Council.

Costs of Proposal

Any costs incurred in the development of the Response to this Request for Proposals are borne by the Developer. The City of Wausau is not responsible for any costs incurred by the Developer in formulating a response, or any other costs incurred such as mailing expenses.

Evaluation Criteria

The Economic Development Committee and internal staff evaluation shall consider proposals based on the quality of response, proposed use, appropriateness for the neighborhood, and projected investment. To be selected, a proposer must be able to comply with general city land purchase requirements and any other applicable laws and requirements.

Weighting of criteria is used by the City as a tool in selecting the best proposal. The City may change criteria and criteria weights at any time. Evaluation scores or ranks do not create any right in or expectation of a contract award. Proposals will be evaluated on the accuracy and responsiveness of the developer. Background checks and references will also be considered.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Developer (out of a total of 100):

- *Proposal is architecturally unique, creative in its use, and activates the street and public waterfront. (25 points)*
- *Proposal maximizes the use of the site and provides significant taxable value to the City. (25 Points)*
- *Proposal offers a reasonable purchase price to the City. (10 Points)*
- *Developer possess diverse resources, a successful track record, and strong financial backing for the project. (10 points)*
- *Availability of high-quality design personnel and contractors to complete the project. (10 Points)*
- *Proposal incorporates green building, alternative energy technology and achieves high energy efficiency. (10 Points)*
- *Proposal furthers one or more strategic goals including 1) innovative companies, 2) talented workforce, and/or 3) placemaking. (10 points)*

The response that is deemed to be the most advantageous for the City and region will be given the highest consideration. The City reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability;
- Accept or sell land on the basis of initial offers received, without discussions or requests for best and final offers;
- Accept more than one right to develop;
- Negotiate the nature and scope of the project before final Committee and Council approval;
- Accept no proposal and re-RFP or bid properties again in the future.

Send proposals by 4:30 p.m. on Wednesday, September 29th, 2021, to the attention of:

Liz Brodek, Planning, Community & Economic Development
407 Grant Street
Wausau, WI 54403-4783
Office: 715-261-6685
Cell: 715-370-9634
liz.brodek@ci.wausau.wi.us



Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Liz Brodek, Development Director

RE: Extending Aplomb PR's contract for City of Wausau marketing through January Economic Development Committee meeting

Aplomb PR is currently executing on a contract negotiated by the Economic Development Committee on behalf of the City of Wausau. The scope of work includes management and creative direction of the Wausome Facebook page, including campaign strategy, post creation and execution, responding to messages, and professional design of supporting images. The contract is set to run through September 6, 2021. It is my understanding that the date chosen was to allow the new Development Director open direction to evaluate and choose how to move forward with marketing, promotions, and communications with which the position is charged.

The Development department is in the process of hiring a new Economic Development Manager who will have a significant stake in the direction of our department's marketing, promotions, and communications strategy. I would like the Development team to have input in how to move forward with our communications strategy, which will require time to onboard the new person. In addition, I see an opportunity to expand the scope of work in a similar agreement to include a new, comprehensive communications plan to be enacted in early 2022.

A concern was raised previously about "serial" contracting with Aplomb PR for communication services. As stated in the City's Procurement Policy for professional services, contracts under \$25,000 (such as this) do not require an RFP. Continuing with this "sole source" provider is justifiable given Aplomb's extensive involvement in the Wausome campaign, and the short additional contract being recommended to maintain continuity and avoid a gap in communications while allowing a growing department time to strategize about our long-term communications strategy.

Therefore I am recommending that the Economic Development Committee allow for a new contract with Aplomb PR to manage a slightly expanded scope of work through our first meeting in February 2022, when our team will come with a recommendation of how to proceed with the communications strategy.

City of Wausau
CONTRACT FOR SERVICES
(Design Professionals)

1. PARTIES.

This is a Contract for Services ("Contract") between the City of Wausau, Wisconsin, a municipal corporation ("City") and Aplomb PR Services ("Contractor").

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership
☐ Sole Proprietor ☐ Other: _____

2. PROJECT DESCRIPTION.

The City of Wausau is retaining Aplomb PR for marketing, promotions, and communications services in connection with economic development. The goal of retaining Aplomb is to create engaging, authentic communications that promote the City of Wausau to a local and regional audience. These communications should highlight the social, cultural, and economic institutions that set Wausau apart and create pride in our community.

3. 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) which are attached to and incorporated herein as part of this Contract:

- Management and creative direction of Wausome Facebook page, including campaign strategy, post creation, re-posting of local happenings, and execution, responding to messages, and professional design of supporting social images.
- Re-post positive stories from other locally-produced content as applicable.
- Provide staff access to Wausome Facebook page
- Collect and post at least two new Wausome stories
- Story on business campus/small business success
- Track and report on metric of campaign in February 2022 meeting.

(Collectively referred to as "Attachments").

Order of Precedence. In the event of a conflict between the terms of this Contract and any of its Attachments, the terms of this Contract shall control and supersede any such conflicting term.

4. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the Mayor on behalf of the City, unless another effective date is specified in the Attachments in Section 3. In no case shall work commence before execution by the City.

The term of this contract shall be: September 7, 2021 through February 1, 2022.

5. ENTIRE AGREEMENT.

This Contract, including any and all Attachments referenced in Section 3, constitutes the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. COMPENSATION.

In no event will the total compensation under this Contract exceed: \$5,000.

7. PAYMENT.

- (a) The City will pay the Contractor for the completed and accepted services rendered under this Contract at the price set forth in Section 6 and according to the schedule as set forth below. Payment shall be full compensation for services rendered and for all labor, material supplies, equipment and incidentals necessary to complete the services.
 - a. September 2021 payment: \$900
 - b. October 2021 payment: \$900
 - c. November 2021 payment: \$900
 - d. December 2021 payment: \$900
 - e. January 2022 payment: \$900
 - f. Any additional costs incurred (such as advertising) within thirty (30) days of expenditure up to \$500
- (b) Invoices shall be due and payable within thirty (30) days from receipt of the invoice, except for any amounts disputed by City in good faith.
- (c) Payment for services shall not be construed as City acceptance of unsatisfactory or defective services or improper materials. Contractor will not be compensated for unsatisfactory performance.
- (d) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under this Contract and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Contract.
- (e) The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or any other Contract.
- (f) Compensation in excess of the total Contract price, or for extra services will not be allowed unless authorized by an amendment under Section 16.

8. PROSECUTION AND PROGRESS.

- (a) Services under this Contract shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
- (b) Contractor shall complete the services under this Contract within the time for completion specified in the Scope of Services, including any amendments. 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 as set forth in Section 17.
- (c) Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 7 of this Contract.
- (d) Contractor shall notify the City in writing when the Contractor has determined that the services under this Contract have been completed. When the City determines that the services are complete and are acceptable, it will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. CHANGE ORDERS.

City may at any time, by written instructions and/or drawings issued to Contractor ("Change Order"), order changes to the services set forth in Section 3. Contractor shall within ten (10) days of receipt of a Change Order submit to City a firm cost proposal for the Change Order. If City accepts such cost proposal, Contractor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Contract. Contractor acknowledges that a Change Order may or may not entitle Contractor to an adjustment in the Contractor's compensation or the performance deadlines under this Contract. Change Orders shall not increase the total compensation set forth in Section 6 unless the Contract is amended as provided in Section 16.

10. COMPLIANCE.

All work performed under this Contract shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. Contractor shall secure, pay for, and shall maintain during the term of the Contract any and all federal state and local licenses and permits required in order to perform the required services or deliver the required supplies under this Contract. Contractor shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Contractor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services under this Contract.

11. DEFAULT/TERMINATION.

- (a) This Contract may be terminated by either party as a result of a default or other failure in performance by the other party under the terms of this Contract which continues unremedied for a period of ten (10) days after written notice to such party in default. In the event of default by the Contractor, it shall not be entitled to compensation for work or services unsatisfactorily or improperly performed.

(b) Notwithstanding subparagraph (a) above, the City may, in its sole discretion and without any reason, terminate this Contract at any time by furnishing the Contractor with 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.

(c) The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity and shall be cumulative and deemed not inconsistent with each other.

12. INDEMNIFICATION.

Contractor shall defend, indemnify and hold harmless the City of Wausau, its employees, agents, officers, volunteers, elected and appointed officials, from and against any and all liabilities, losses, judgments, actions, legal or administrative proceedings, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained, or asserted against the City of Wausau, its employees, agents, officers, volunteers, and/or elected or appointed officials by reason of any bodily injury or death to any person, or on account of any loss, damage, or destruction of any property or loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or any subcontractor's acts, errors, omissions or negligence in the performance of this Contract.

14. OWNERSHIP OF CONTRACT PRODUCT.

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 (collectively referred to as "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 in its sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by 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.

15. CONTRACTOR AUTHORITY.

Contractor is an independent contractor and not an employee of the City. The Contractor is engaged by virtue of the Contract to perform only those services contained herein. Contractor is not authorized to contract on behalf of, to incur any liability, or make any representation on the part of, or on behalf of, the City.

16. AMENDMENT.

This Contract shall be binding on the parties, 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 change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent who executed this Contract. The authorized agent for this contract is Liz Brodek, Development Director for the City of Wausau.

17. FORCE MAJEURE.

In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

18. AUTHORITY.

The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Contract and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Contract on behalf of the respective party.

19. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

20. NO WAIVER.

The failure of either party to enforce any of the provisions of this Contract in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

21. NONDISCRIMINATION.

During the term of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex (including pregnancy, sexual orientation, or gender identity), physical condition, disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin, arrest record or conviction record. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of age, race, religion, color, disability, sex (including pregnancy, sexual orientation, or gender identity), or national origin.

22. COUNTERPARTS.

This Contract may be executed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Contract, fully executed, shall be as valid as an original.

23. PUBLIC RECORDS LAW.

Contractor shall assist City in complying with any public record request in connection with this Contract submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31 – 19.39.

24. ASSIGNMENTS.

Neither party may assign this Contract, or any of the services provided hereunder, without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council. All of the services required hereunder will be performed by Contractor and employees of Contractor.

25. TIME IS OF THE ESSENCE.

Time of performance under this Contract is of the essence.

26. 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, or hand delivered to the addresses of the parties listed below:

CITY:

(Department Head)

City of Wausau

407 Grant Street

Wausau, WI 54403

CONTRACTOR:

27. CHOICE OF LAW.

This Contract shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

28. 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.

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

CONTRACTOR:

(Name of Contracting Entity)

By: _____
(Signature)

(Name and Title of Person Signing)

Date: _____

CITY OF WAUSAU

BY _____
Katie Rosenberg, Mayor

Attest:

Clerk

Date: _____