



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **FINANCE COMMITTEE**
Date/Time: **Tuesday, June 9, 2020 at 5:15 PM**
Location: **City Hall (407 Grant Street) - *Council Chambers**
Members: Lisa Rasmussen, Michael Martens, Dawn Herbst, Deb Ryan, Sarah Watson

AGENDA ITEMS

- 1 Minutes of the previous meeting(s). (5/26/20)
 - 2 Discussion and possible action regarding Municipal Court Software Acquisition
 - 3 Discussion and possible action on amendment to agreement between City of Wausau and Associated Trust Company, N.A. and withdrawal of funds from Wausau Cemetery Perpetual Trust fund
 - 4 Discussion and possible action on Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin
 - 5 Discussion and possible action regarding Budget modification for 2019 Townline Road Project
 - 6 Discussion and possible action regarding budget modification Parks Department for swimming pool operations
- Adjourn

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. The **Access Code is: 146 008 5845**. **Password: 233688**

Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet by <https://waam.viebit.com/?folder=ALL>, 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 mary.goede@ci.wausau.wi.us with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 6/04/20 at 2:45 pm

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

Other Distribution: Media, (Alderspersons: Peckham, Neal, Kilian, Wadinski, McElhaney, Larson), *Rosenberg, *Jacobson, *Groat, Department Heads

FINANCE COMMITTEE

Date and Time: Tuesday, May 26, 2020 @ 5:15 pm., Council Chambers

Members Present *In person:* Rasmussen, Martens, Herbst, and Watson. *By WebEx:* Ryan (entered late).

Others Present: Rosenberg, Jacobson, Goede, Kujawa, Splinter, Barteck, Chmiel, Groat

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

Minutes of the previous meeting(s). (5/05/20 & 5/13/20)

Motion by Herbst, second by Watson to approve the minutes of the previous meetings on 5/05/20 and 5/13/20.

Motion carried 4-0.

Discussion and possible action on terminating airport ground lease with Patrick and Jeanne Wallschlaeger

Rasmussen noted this was already approved by the Airport Committee.

John Chmiel, Airport Manager, explained Mr. Wallschlaeger is selling his hangar so the lease has to be terminated. The next item on the agenda is approval of the new lease for the buyer.

Motion by Martens, second by Herbst to approve the termination of lease. Motion carried 4-0.

Discussion and possible action on airport ground lease with Merchant Property Investment LLC

Motion by Herbst, second by Martens to approve the airport ground lease. Motion carried 4-0.

Discussion and possible action on Wausau Flying Service utilizing federal CARES funding to relieve Wausau Flying Service of its direct expenses during the Stay At Home Order and utilizing the remainder of the CARES funding for use in airport development projects, such as a front end loader or architecture/design costs for terminal upgrades

Chmiel explained they have to commit to spending the funds before they can actually receive them, so they are informing the government how they intend to spend the funding.

Martens questioned if there was a significant savings in purchasing the front end loader versus leasing it. Chmiel stated the lease is approximately \$12,000 per year, which goes straight out the window when leasing. This will allow them to purchase a front end loader at a cheaper price and depending on who gets the bid to provide the equipment, they may be able to use the lease money from last year towards the purchase. It is perfect timing to use the lease money and CARES funds to bring down the cost of the front end loader.

Motion by Martens, second by Herbst to approve Wausau Flying Service utilizing federal CARES funding. Motion carried 4-0.

Discussion and possible action regarding April 2020 General Fund Financial Report

The report was placed on file without discussion. The monthly reports can be accessed on line at:

<https://www.ci.wausau.wi.us/Departments/Finance/MonthlyReports.aspx>

Discussion and possible action regarding liquor licenses fee reductions due to COVID 19 hardships

Rasmussen stated some municipalities are reducing liquor license fees for businesses that have been closed and endured serious financial hardships in order to help them get going again. She indicated the packet provided an estimation of the cost for a 50% reduction of the Class B Beer & Liquor licenses. She noted some municipalities reduced fees to statutory minimums, which is quite a bit less than proposed here. She stated they also have the ability to reduce the fees for the servers, however, server licenses are city wide and are used not only at bars and restaurants, but also by clerks in grocery stores and service stations who have not been precluded from working. She felt if they were going to make any adjustment to the license fee, it should be aimed to help the business and not the individual.

Watson questioned if Wausau's fees were in line with other communities. Groat stated Wausau is comparable to communities like Green Bay and even Weston. The smaller communities that have fewer licenses are going more in line with the minimum. The current fee for a Class B Beer & Liquor License is \$600.

Rasmussen stated a 50% reduction in the fee to \$300 would be approximately \$22,000 in lost revenue. She noted they will have to look at the city's cost to continue in the 2021 budget and may have to increase the taxes to cover the loss or make cuts.

Groat clarified this will be for 2020 budget and the League is indicating that they won't see any reduction in state aids for the 2020 budget. She felt the performance in investment income along with our conservative budgeting will meet that cost. The zoning permits are still strong and not anticipating any decline. She stated she did not have any big concerns with allowing a discount to the liquor establishments this year.

Motion by Herbst, second by Watson to reduce the Class B license fees by 50%. Motion carried 4-0.

Ryan joined the meeting via WebEx.

Discussion and possible action regarding waiving of permits for Man of Honor fund raiser Saturday June 13th

Rasmussen stated this request comes before us every year from the Man of Honor Society. Watson questioned if there were going to be any safety measures since they anticipated 100 people. Goede noted the event was being held outside in their ball field.

Motion by Martens, second by Ryan to waive the permit fees for Man of Honor fund raiser. Motion carried 5-0.

Discussion and possible action regarding budget modification Wausau Fire capital projects

Rasmussen explained one of the things that were approved for CIP last year was heart monitors. The heart monitors were purchased and they would like to re-purpose the savings to make some repairs to basement of Station #3 that flooded during the rapid thaw two years ago. They extricated water from the carpet, but it remains very musty smelling. A maintenance person looked at the building and determined a cause and a solution so it doesn't keep happening, but they need to remediate that carpet in case there is mildew or mold under it.

Motion by Ryan, second by Herbst to approve the budget modification Wausau Fire capital projects. Motion carried 5-0.

Adjourn

Motion by Martens, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:35 pm.



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: June 4, 2020

RE: Municipal Court Software

Replacement of the municipal court software was included within the 2020 budget. This is an important replacement for several reasons:

- The current software was written in old obsolete language. It is difficult to find programmers knowledgeable in the language to support required changes.
- The system has not been updated to provide workflow efficiencies available in newer software requiring more manual clerical tasks to manage the courts calendar and collection of fines.
- The software resides on an old server that needs to be retired. Most other software that resided on the server has been updated and migrated to newer technology. The City will need to fund the cost of ongoing maintenance of the server if we don't upgrade the system.

CCITC crafted a RFP for the purchase of new software. Prior to releasing the RFP the City researched utilization and found the popular software with Wisconsin municipal courts was TIPSS Court Software by Titan Public Safety Solutions, Inc. The software received high marks from courts for the ease and efficiency of the software and the support and customer service provided by the company. This software has integrations with TRACS the Wisconsin Traffic and Criminal Software which is helpful for uploading tickets issued by the police department. It also integrates with the Wisconsin DMV for license plate suspension and the Wisconsin Tax Intercept Program for garnishing state income tax refunds for non-payment of citations. The software uses Point and Pay as its online payment portal which is the same software the City uses for other payments. CCITC conducted two demonstrations of the software. The company is located in Madison Wisconsin.

Prior to the due date of the proposal, IT staff received an email from TIPSS indicating that they would not be submitting a formal response to the RFP due to COVID 19 issues and timing. I called the company to determine whether a time extension would address the issue. The director indicated that they typically do not respond to full RFP's as most courts sole source the software purchase. I encouraged them to submit a proposal so that the City could include them during our evaluation.

CCITC received three proposals for the software.

- Tyler Technologies Courts and Justice Software, estimate of cost \$135,500, out of Texas, was over budget. They listed three Wisconsin courts as references Wisconsin Dells, the City of Portage and City of LaCrosse.

- ICON, estimate of cost \$78,500, is a software company out of Georgia listed references from Georgia and Tennessee.
- TIPSS from Titan Public Safety Solutions, Inc. estimated cost of \$83,115, submitted a proposal but it wasn't a formal response to the RFP.

Staff is requesting authority to contract with Titan Public Safety Solutions, Inc.



Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

TO: Members of the Finance Committee and Common Council
FROM: Anne Jacobson, City Attorney *aj*
DATE: June 2, 2020
RE: Cemetery Trust Fund Agreement

Purpose: To review a request from the Wausau Cemetery Association for a distribution of principal for maintenance equipment costs.

Background: The City needs to amend its agreement with the Wausau Cemetery Association if it is to allow distributions from principal.

On June 19, 1968, the City of Wausau and Wisconsin Valley Trust Company, as Trustee, entered into an agreement establishing a trust known as the "City of Wausau Cemetery Perpetual Care." The City delivered assets to the Trustee to be invested and managed and the income returned to the City to be disbursed to the Cemetery Association for the perpetual maintenance and care of the Pine Grove Cemetery. The Investment Committee of the Common Council maintained control over the sale of delivered securities and the investment in anything other than fixed income securities. The agreement had no term, and 60 days' notice to the other party was required for modification or termination.

On August 8, 2000, the City approved a new agreement with M & I Trust Company, renaming the trust "Wausau Cemetery Perpetual Care," and making other revisions not germane to this request.

On September 11, 2001, the City approved an agreement between the City and the Wausau Cemetery Association for lease of a snow disposal site, as the Association was seeking annual financial assistance from the city at that time. Given that municipalities are required to take control of cemeteries, pursuant to Wis. Stats. §157.115, that have been abandoned or for which a cemetery authority has failed to manage or care, the Council authorized payment to the Cemetery Association for 2001-2002 of \$40,000 with an annual increase based upon CPI.

In March of 2015, the administrator of the trust at BMO Harris (successor to M & I) was retiring and they planned to continue charging the Association \$5,000 as their fee to manage the trust, but wanted to exit the market. According to the terms of the agreement, the City is to name the successor trustee. Therefore, on June 10, 2015, the City approved an agreement with Associated Trust Company, N.A., and made revisions to the prior agreement's terms to comply with statutory requirements.

On April 28, 2015, the Finance Committee directed that quotes be obtained to manage this fund account and the request for quotes was sent to eleven firms. On June 4, 2015, only one firm had responded by the deadline – Associated Bank.

On June 10, 2015, the City approved Associated Bank, N.A., and Associated Trust Company, N.A., to be named the successor trustee to manage the trust known as the Wausau Cemetery Perpetual Care. They proposed to manage the account for an 0.84% administrative fee per annum, excluding the additional cost of holding mutual funds, internal to funds themselves, charged and retained by the fund companies.

Discussion: On May 20, 2020, I received the attached request from the President of the Wausau Cemetery Association, requesting the City authorize withdrawal of principal from the perpetual care fund, in the clarified amount of \$65,000, for repair and purchase of new equipment – a utility vehicle, replacement of mowers and other equipment, and to cover costs for replacing and improving safety equipment, replacing office flooring, and unexpected plumbing repairs.

Most of their operating funds come from the City's lease payment for the snow disposal site, which amount was just under \$60,000 last year. The perpetual care fund totaled \$700,000 as of 12/31/19, and last week, when I spoke with the trustee, the fund held \$678,000.

Paragraph 4.(c) of the Agreement provides that the Trustee disburse directly to the Wausau Cemetery Association annually, the net income of the Trust as determined on December 31 of each year. Sub. (d) provides that "the Trustee may distribute principal from the Trust *only as provided in Paragraph 11 or as otherwise permitted under applicable law.*" Paragraph 11 states "This Agreement may be modified by the City upon giving sixty (60) days' notice to the Trustee; provided, however, that such modifications must be acceptable to the Trustee."

The Trustee, Attorney Colin Retzinger, is agreeable to amending Paragraph 4. (d) to provide that "The Trustee may distribute principal from the Trust, upon the written request of the Wausau Cemetery Association, on a case-by-case basis, so long as the City of Wausau consents to such distribution."

Recommendation: Given the Cemetery Association's demonstrated stewardship of the City's annual lease payment and use to cover operating costs, and given the management and growth of the perpetual care fund, and the Association's deferred maintenance equipment repair and/or replacement, the Trustee felt the fund could handle a \$65,000

withdrawal of principal on this occasion for demonstrated needs, but will need the City's consent.

Attached: Agreement, Perpetual Care Fund request

Maryanne Groat
Finance Director
City of Wausau
City Hall
407 Grant Street
Wausau, WI 54403

Re: Wausau Cemetery Association and Pine Grove Cemetery
Perpetual Care Fund

Dear Ms. Groat:

I am writing as the president of the Wausau Cemetery Association. As you know, our Board is responsible for overseeing and maintaining Pine Grove Cemetery.

I am sure that you are also aware that the past six months have been a trying time for our Board, as we have worked to return a semblance of working order to the cemetery after the tragic murder of our manager, Patty Grimm, on October 2, 2019. Our operation seems to be working smoothly now, first with our interim manager Pat Haskins and continuing with the hiring of a new manager, Kaci Kalbes. We also have hired a foreman to replace Bill Buhse, who was severely injured in the tragic event.

As you also are aware, I am sure, the Association is in need of funds to replace old equipment that no longer can be repaired. Our crew has done an admirable job over the years of repairing the equipment over and over in order to delay the purchase of new equipment, but we have reached the point where that is no longer possible. We are currently in need of a utility vehicle to haul dirt and other material back and forth from grave sites. We have gotten along with using our back hoe for this purpose, but it definitely is not a satisfactory solution. We also need to replace some mowers and other equipment. Since October we have also had to replace and improve safety equipment, replace office flooring, arrange for unscheduled plumbing repairs. We are hoping that a fundraising effort by a local citizen may aid us in our efforts, but these efforts are in their infancy and success is not assured.

As you are aware, we receive funds from the City of Wausau through the current lease agreement, which we greatly appreciate and rely upon. Last year these funds totaled just under \$60,000. Most of our operating funds come out of this amount. Of course, we do receive funds from burial fees and grave sales, but we cannot rely on a great amount from this source. We also have the perpetual care fund required by statute that is on deposit at Associated Bank. We are restricted to accessing the yearly interest from this fund, and are unable to withdraw funds from it on our own volition. However, Associated Bank has informed us that the City of Wausau can give its permission to withdraw such funds. On behalf of our board, I would like to ask you to authorize such a withdrawal. An amount of \$50,000 to \$70,000 to be withdrawn in lump sum or incrementally would allow us much leeway in

replacing our equipment, all of which would come under the definition of perpetual care. As of December 31, 2019, the fund totaled about \$700,000.

I would suggest that we set up a meeting, whether in person at some point, by telephone, or by videoconference, with you and some members of our board along with our new manager, Kaci Kolbes, at a date satisfactory to you. Unfortunately, I cannot meet in the near future as I am recovering from a broken knee cap that has compromised my mobility. Of course, if you are familiar with the issue and desire to give permission forthwith, there would be no need for a meeting. Please call me at 715-842-7672 (also@charter.net) or Kaci at the cemetery office, 715-842-4560 (wausaucemetery@gmail.com).

Thank you very much for considering our request. I look forward to hearing from you.

A handwritten signature in black ink, appearing to read "Allan G. Solomonson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Allan G. Solomonson, president
Wausau Cemetery Association

AGREEMENT

THIS AGREEMENT, by and between the CITY OF WAUSAU (the "City"), and ASSOCIATED TRUST COMPANY, N.A. (the "Trustee");

WITNESSETH:

The City has delivered unto the Trustee the assets listed in Schedule "A" attached hereto, in trust to be used as authorized by ss. 157.11 of the Wisconsin Statutes, with the net income therefrom to be paid in accordance with Paragraph 4(c) to the Wausau Cemetery Association for the perpetual maintenance and care of the Pine Grove Cemetery and any other cemeteries that may hereafter come within the jurisdiction of the Wausau Cemetery Association.

- 1. This trust shall be known as the Wausau Cemetery Perpetual Care Trust.**
- 2. The Trustee shall hold and retain and invest the Trust assets, and collect and receive all income therefrom, in accordance with Paragraph 4.**
- 3. The parties understand that the Wausau Cemetery Association may make its perpetual care deposits directly to the Trustee.**
- 4. The Trust assets and the proceeds thereof shall be invested and reinvested and administered by the Trustee under the terms and conditions stated herein:**
 - (a) The Trust assets shall be invested in accordance with Chapter 881 of the Wisconsin Statutes.**
 - (b) The Trustee shall perform its discretionary investment duties in accordance with the investment guidelines approved by the Finance Committee of the Wausau City Council (See Exhibit "B"), as may be amended from time to time.**
 - (c) The Trustee shall disburse directly to the Wausau Cemetery Association annually the net income of the Trust as determined on December 31 of each year. Payouts of the distributable amount shall be made during the succeeding year. The foregoing notwithstanding, the Wausau Cemetery Association may, in any year, direct the Trustee in writing to distribute less than all of the net income of the Trust, and such undistributed income shall then be added to the Trust principal.**
 - (d) The Trustee may distribute principal from the Trust only as provided in Paragraph 11 or as otherwise permitted under applicable law.**
- 5. The Trustee is empowered to do all things necessary or convenient for the proper administration of the Trust, and shall have all powers granted by law.**

6. The Trustee shall be compensated from the Trust for its fees and reasonable expenses in accordance with the Trustee's standard fee schedule. The Trustee shall allocate receipts and disbursements between income and principal according to the applicable statute or in an equitable manner where there is no express provision made by statute. However, the Trustee may deviate from the applicable statute in a special situation where the Trustee, in good faith, determines that strict application of the statute is impractical or not in the best interest of the beneficiaries as a whole.
7. The Trustee shall provide to the Wausau Cemetery Association and the City a quarterly accounting of the Trust each year.
8. There shall be an annual review of the Trust account and the investment guidelines conducted by the Trustee, a representative of the City, and a representative of the Wausau Cemetery Association. This review shall occur on or before March 31 of each year.
9. Additional funds acceptable to the Trustee may be deposited and shall be invested by the Trustee in accordance with the terms hereof.
10. The Trustee shall not be responsible for the application of any Trust funds distributed in accordance with this Agreement or for ensuring that the City or the Wausau Cemetery Association complies with applicable laws or regulations. The Trustee shall not be liable for any loss or damage resulting from decisions made or actions taken by the Trustee in good faith.
11. This Agreement may be modified by the City upon giving sixty (60) days' notice to the Trustee; provided, however, that such modifications must be acceptable to the Trustee. This Agreement may be revoked or terminated by the City upon giving sixty (60) days' notice to the Trustee. Upon such revocation or termination, the Trustee shall deliver the Trust assets to the City of Wausau or to a successor trustee selected by the City of Wausau.
12. This Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of October, 2015.

Witnesses

Kathie J. Shoreschel

Lisa Arsch

Erin Johnson

CITY OF WAUSAU

James E. Tipple

James E. Tipple, Mayor

Toni Rayala

Toni Rayala, City Clerk

ASSOCIATED TRUST COMPANY, N.A.

Tyson Cain

Tyson Cain, Assistant Vice-President
Trust Officer

SCHEDULE "A"

ASSETS TO BE IDENTIFIED UPON TRANSFER TO SUCCESSOR TRUSTEE

Associated Bank
Private Client & Institutional Services
INVESTMENT POLICY STATEMENT
 (Not for use with Directed Accounts)

Account #: _____

Account Name: Wausau Cemetery Association Perpetual Care FundCapacity: Foundation/Endowment - 53 or 68

Investment Authority:

☒ Sole☐ Joint (Joint not applicable to IRAs)

Capital Appreciation portfolios are designed to provide long term capital growth with varying degrees of above average market risk. This objective is met through ownership in common stocks that offer potential appreciation, plus reasonable dividend income. Investors require a long-term approach as capital losses may be sustained during periods of unfavorable market conditions.

- ☐ 75-100% Equities* / 0-25% Cash (Capital Appreciation 3)
- ☐ 70-95% Equities* / 5-30% Fixed Income and Cash (Capital Appreciation 2)
- ☐ 55-80% Equities* / 20-45% Fixed Income and Cash (Capital Appreciation 1)

Balanced portfolios are designed to preserve the real value of capital while achieving an income stream from it. The objective is to provide a balance between equity and fixed income securities. Investors understand the volatility of the markets and are willing to accept moderate risk. They realize that their portfolios may show capital losses due to unfavorable market conditions although generally over short periods of time.

- ☒ 40-65% Equities* / 35-60% Fixed Income and Cash (Balanced)

Principal Preservation portfolios are designed to preserve the real value of capital while generating stable and predictable cash flow. Limited participation in equity allocations allow for limited market risk and capital appreciation. Emphasis is given to fixed income securities designed to generate income with varying degrees of limited equity exposure in order to offset the erosion of principal due to inflation.

- ☐ 20-45% Equities* / 55-80% Fixed Income and Cash (Principal Preservation 3)
- ☐ 0-20% Equities* / 80-100% Fixed Income and Cash (Principal Preservation 2)
- ☐ 100% Fixed Income and Cash (Principal Preservation 1)

Special – Allocations/objective that does not fit with the objectives identified above or a customized IPS has been developed and/or provided. *Additional definition is required or additional support attached.*

- ☐ Special

Definition (if no attachment):

* Equities may include preferred and alternative securities.

Account #: _____

Account Name: Wausau Cemetery Association Perpetual Care Fund

Capacity: Foundation/Endowment - 53 or 68

Unique, Directed or Concentrated Assets (Applicable acknowledgement or direction to retain with a concentration must be obtained; notation here is not sufficient to direct retention):

Are the above assets considered in the investment objective, or should these be excluded when considering the portion of the assets ATC manages?

☐ Included in objective ☐ Objective is exclusive of these assets

☐ Other (explain): _____

Other Considerations:

I/We understand the account's investment objectives and that these investment objectives accurately communicate my/our investment goals and needs. I/We understand the constraints of my/our account in reaching these investment objectives and have discussed both the account's investments objectives and constraints with the trust, investment, and/or administrative officer. I/We understand that I/We must provide timely updates to the trust, investment, and/or administrative officer about any changes, which may impact these investment objectives.

Third Party Signature, if applicable for capacity or 3rd party involvement

Client Signature
(i.e. grantor, principal)

Patricia A. Grimm

Date

Client Signature

Patricia A. Grimm
(i.e. co-grantor, co-principal)

Date

8/12/2015

Signature required in this box by Grantor(s), Principal(s) or IRA holder/beneficiary - only for Revocable Trust, Agency (all types) or IRA

Participant Signature

Date

Signature required in this box only for segregated accounts

Co-Fiduciary

Date

Co-Fiduciary

Date

(If more than one third party with shared investment responsibilities)

Signature required in this box if co-trustee, co-guardian, co-conservator or party named in document that can consult on investment objectives

For Associated Trust Company Use Only

Relationship
Manager

Tina

Date

8-12-15

Portfolio
Manager

Patricia A. Grimm

Date

8-12-15

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving amendment to agreement between City of Wausau and Associated Trust Company, N.A. and withdrawal of funds from Wausau Cemetery Perpetual Trust fund

Committee Action: Pending

Fiscal Impact: No fiscal impact. These are not city funds. They represent funds held in trust for the cemetery.

File Number: 00-0808

Date Introduced: June 9, 2020

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 June 19, 1968, the City of Wausau and Wisconsin Valley Trust Company, as Trustee, entered into an agreement establishing a trust known as the City of Wausau Cemetery Perpetual Care; and

WHEREAS, on August 8, 2000, the Common Council approved entering into a new agreement with M & I Trust Company, and changed the name of the trust to Wausau Cemetery Perpetual Care; and

WHEREAS, on June 10, 2015, the Common Council approved Associated Bank, N.A. and Associated Trust Company, N.A. be named as successor trustee to M & I Trust Company, to manage the subject trust; and

WHEREAS, the City received a request from the Wausau Cemetery Association requesting to withdraw \$65,000 from the principal in order to replace old equipment; and

WHEREAS, the current Agreement does not permit such a withdrawal without the consent of the City, and therefore the Agreement would need to be amended; and

WHEREAS, your Finance Committee, at their June 9, 2020 meeting, discussed and approved amending the Agreement to allow the withdrawal of funds with the City's consent and approved such withdrawal.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute an amendment to the Agreement between the City of Wausau and Associated Trust Company, N.A., and to authorize a withdrawal of \$65,000 to replace old equipment at the Cemetery.

Approved:

Katie Rosenberg, Mayor

Intergovernmental Agreement for Law Enforcement Services for the 2020
Democratic National Convention in Milwaukee, Wisconsin

WAUSAU POLICE DEPARTMENT

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of _____, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Wausau, Wisconsin, (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a sub-recipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.

“City MPD” means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from August 17 to 20, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately August 14, 2020 through August 21, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

2. Authority.

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

3. Background.

3.1. The City has been designated as the host city of the Convention by the DNC, to be held August 17 to 20, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the City of Wausau, Wisconsin, under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

4. Organizational Structure.

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the

relevant City MPD Policies within the training materials City MPD will provide to Agency on or before June 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel. City MPD shall train Agency Personnel on those City MPD Policies at the start of the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

5. Agency Responsibilities.

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies. At this time, it is anticipated that all training will occur during the Convention Security Period when Agency Personnel are in Milwaukee. Any training that occurs prior to the Convention Security Period shall be at Agency's cost unless specifically identified as required training by City MPD In Writing.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a

tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement within 10 days of signing this Agreement or by June 1, 2020, whichever occurs later. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any other chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than June 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than July 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City

with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

6. City Responsibilities. In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Lodging and Food. City will provide lodging and food for Agency Personnel. City will also provide transportation between the lodging location and the Convention Facilities where Agency Personnel will be assigned. City MPD shall provide lodging and food location assignments to Agency prior to the Convention Security Period. This shall include a standard per diem for each Agency Personnel's one day travel to, and one day travel from, the City in accordance with the federal GSA Per Diem Rates then in effect for the City of Milwaukee which can be located here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

7. Payment Terms.

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and

(2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4, or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. [Intentionally Omitted]

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a sub-recipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be provided to Agency by June 1, 2020, and is incorporated into this Agreement by reference. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

8. Law Enforcement Procedures.

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. Term. The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. Consideration. Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

11. Independent Contractor.

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Payment of Wages and Benefits for Agency Personnel. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

12. Liability.

12.1. Indemnification. The City shall indemnify Agency and Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope

of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

13. Records.

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period

of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

14. Early Termination.

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to June 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement on or after June 1, 2020, only upon the occurrence of an Agency Emergency Event, including continuation of emergency orders in Agency's jurisdiction related to the COVID-19, or coronavirus, pandemic. If Agency terminates prior to the Convention Security

Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.2.4. Despite the language in this section about refunding of costs, funds or other payments made by City to Agency, it is not expected that there will be any costs, funds or other payments made to Agency prior to the Convention Security Period.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

15. Governing Law. This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

16. Notices. All notices required under this Agreement shall be provided to:

To the City: Alfonso Morales
 Chief of Police
 749 West State Street
 Milwaukee, WI 53233
 MPDChief@milwaukee.gov
 Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning

City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
mschan@milwaukee.gov

and

Nicholas DeSiato
Chief of Staff
Milwaukee Police Department
749 West State Street
Milwaukee, WI 53233
nidesi@milwaukee.gov

To Agency: Chief of Police
Wausau Police Department
515 Grand Avenue
Wausau WI 54403
Benjamin.bliven@ci.wausau.wi.us
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

City Attorney
City Hall
407 Grant Street
Wausau WI 54403
cityattorney@ci.wausau.wi.us

17. Additional Provisions.

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

CITY OF MILWAUKEE

Alfonso Morales, Chief of Police

Dated this _____ day of _____, 2020.

Aycha Sawa, City Comptroller

Dated this _____ day of _____, 2020

Authorizing Resolution: 191193 & 191826

Approved as to Form and Execution:

Office of the City Attorney

Dated this _____ day of _____, 2020.

CITY OF WAUSAU

By: _____

Katie Rosenberg, Mayor

Dated this _____ day of _____, 2020.

By: _____

Leslie M. Kremer, City Clerk

Dated this _____ day of _____, 2020.

Exhibit A

List of Agency Personnel and Commanding Officer

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)

[illegible]

Exhibit B

(Electronic version available from Captain Derrick Harris, धारri@milwaukee.gov)

Exhibit C

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)

Exhibit D

Additional Expenditure Authorization Form - “In Writing”

Directions for Use of This Form: Use this form to obtain approval for additional expenditures “In Writing,” pursuant to your Agency’s Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin “Agreement.” Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

Agency Information	
Agency:	
Agency Personnel Completing Form:	
Date:	
Additional Expenditure Information	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
City of Milwaukee Commanding Officer Approval Information	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

Committee Action: Pending

Fiscal Impact: None

File Number:

Date Introduced: June 9, 2020

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	City will be reimbursed for payroll and travel costs
	Included in Budget:	Yes ☒ No ☐	Budget Source: Police Budget
	One-time Costs:	Yes ☒ No ☐	Amount:
	Recurring Costs:	Yes ☐ No ☒	Amount:
SOURCE	Fee Financed:	Yes ☒ No ☐	Amount: Reimbursement by the City of Milwaukee
	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 Milwaukee has been designated as the host city of the Democratic National Convention by the DNC Services Corp., to be held August 17 to August 20, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area; and

WHEREAS, the Convention has been classified by the federal government as a National Special Security Event, for which the United States Secret Service is the authorized lead agency for the design and implementation of the Security Plan; and

WHEREAS, the City of Milwaukee, through its police department, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City of Milwaukee seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights; and

WHEREAS, the City of Milwaukee seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period; and

WHEREAS, your Finance Committee, at their June 9, 2020 meeting, discussed and approved the Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute the Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention.

Approved:

Katie Rosenberg, Mayor

BUDGET MODIFICATION REQUEST FORM

Requested: Eric Lindman

Dept.Public Works/Engineering

Date: 6/3/2020

Reviewed by Finance:

Date:

Reviewed by Mayor: _____

Date:

The City of Wausau entered into a state/municipal agreement with the DOT for the reconstruction of Townline Road from Grand Avenue to Easthill Drive. The State administers the project including bidding, construction management and inspection. They invoice the City monthly for our share of the project costs. The State's maximum cost share is \$461,785. This 2019 project is over budget and requires additional financial resources. The budget overrun is due to change orders of \$129,555; reconstruction of the railroad and signal improvements of \$160,000 not provided in the budget less savings in inspections costs. The net shortfall is \$203,000. At this point in the construction season most contracts have been signed and projects are underway. The only project that experienced substantial savings was Kickbush and these savings were applied to the Bridge Street Bridge Improvement Project. We recommend adjusting the 2020 debt issue to fund the balance of the project.

[illegible]

COMMENTS:

Fin. Committee Approval ☐ Denial ☐ Date: _____ Council Approval ☐ Denial ☐ Date: _____

Submit three copies of form to Finance Department - Upon Council Action:

1 - Council File

2 - Department

3 - Finance Department