OFFICIAL NOTICE AND AGENDA - AMENDED

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 15, 2021 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): (5/25/21 & 6/01/21)
2 Discussion and possible action regarding Transit Capital Technology Projects
3 **Discussion and possible action on Waiver of Right of First Refusal at 7120 Stewart Avenue from Toenjes Properties, LLC to Kingspan Light & Air LLC
4 **Discussion and possible action regarding Tourism Entity Agreement between the City of Wausau, Room Tax Commission and Wausau Central Wisconsin Convention & Visitors Bureau, Inc.
5 Discussion and possible action regarding the renewal of the Enterprise vehicle lease contract
6 Discussion and possible action regarding sale proceeds for Fire Station
7 Discussion and possible action regarding Reimbursement Resolution for Fire Truck 2021A Debt
8 Discussion and possible action regarding budget modification MetroRide Fund
9 Discussion and possible action March 2021 General Fund Financial Report
10 **Addenddum:** Discussion and possible action on contract for Regional Hazardous Materials Response Team Services with the State of Wisconsin

Adjourn

Lisa Rasmussen, Chairperson

***Item going directly to Council following Finance Committee*

*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: 1878 16 0201 Password: UJfYpUXC428**

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 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 6/14/21 at 2:30 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, (Alderpersons: Peckham, Neal, Kilian, Wadinski, McElhaney, Larson), *Rosenberg, *Jacobson, *Groat, Department Heads

FINANCE COMMITTEE
Date and Time: Tuesday, May 25, 2021 @ 5:15 pm., Council Chambers
Members Present: Lisa Rasmussen, Dawn Herbst, Sarah Watson, and Deb Ryan (*Michael Martens excused)*
Others Present: Maryanne Groat, Anne Jacobson, Ben Bliven, Brad Lenz, Katie Rosenberg, Jamie Polley, Leslie Kremer,

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 Chair, Lisa Rasmussen.

Minutes of the previous meeting(s). (4/27/2021 and 5/11/21)
Motion to approve by Herbst, second by Watson. Passed 4-0.

Discussion and possible action regarding pet license late fees
Rasmussen gave historical background on the pet licensing program and a synopsis of how the current fee and penalty structure had been created. Rasmussen discussed that the P.D. and Clerk's office have been working together to try to increase compliance.

City Attorney Anne Jacobson discussed the statutory provisions relative to dog licensing and late fees municipalities are able to charge. The license fee could be set at any amount the Council wants to approve, however, the late fee can only be $5.00.

Groat discussed that refunding residents who paid the late fee already in 2021 would amount to approximately $14,000.

Motion by Watson to reduce pet license late fee to $5.00 and refund those residents that already paid a 2021 late fee in excess of the $5.00, second by Ryan. Motion passes 4-0.

Discussion and possible action regarding February 2021 General Fund Financial Statements
MaryAnne Groat discussed income and expenses for 2021 so far. The winter season was mild, so expenses were reduced. Groat stated that the projections for the 2021 General Fund look positive for the City.

The full report can be heard here: https://www.youtube.com/watch?v=WvFpB8jimC8

Report placed on file.

Discussion and possible action Approving the 2021 Community Development Block Grant Program Allocation – updated allocation
Rasmussen stated that once the funds were allocated, additional funding beyond what was expected was received. Therefore, Community Development is requesting that the additional grant funds be allocated to a road construction project that is underway.

Deb Ryan stated that residents on 5th Avenue have presented a petition for additional street lighting. CISM authorized engineering to move ahead with installing a pole and light at this area. The cost is not known at this time and it is undetermined whether a budget modification may be needed. Ryan questioned if grant funding would be available for midblock LED lights and electrical at that corner. Stratz explained that we are outside of the approval window for grant funding for projects for this round. Stratz also explained that there are rules that disallow use of these grant funds for projects that are already in progress.

Motion by Ryan to approve updated allocation of Block Grant funds as recommended by staff, second by Herbst. Motion carries 4-0.

Discussion regarding 2020 COVID election grant funding including but not limited to the Wisconsin Election Commission and the Center for Tech and Civic Life
Rasmussen discussed that during 2020, the City received two different grants for election administration. Groat discussed that a presidential election is quite expensive to administer and then the COVID pandemic increased those expenses. The City received a grant from the Center for Tech and Civic Life ("CTCL") and from the Wisconsin

Elections Commission to defray election costs due to COVID. We learned about the CTCL grant from the Marathon County Clerk. We also utilized Routes to Recovery funds to help defray election related costs.

Groat explained that the City currently does not have a policy whereby all grants come before Committee or Council for approval. Only those grants that by law require a public hearing or Council approval currently come before Committee/Council. Groat asked whether the Committee would want to have a policy in place. Groat stated that we would not want to risk missing a window to apply for a grant due to requiring all grants to come before a Committee before applying so it may make more sense for the grant acceptance decision/approval to come before Committee or Council rather than the decision to apply for a particular grant. Watson stated that it would be good to have the grant acceptance approval come before Committee/Council.

Ryan stated that when grant funds come to the City, there are requirements that must be met under the grant so the Finance Committee and Council should have the opportunity to review those before grant funds are accepted. Groat explained that the grant funds were disclosed on the financial statements provided to Finance Committee and Council.

Watson questioned if there is any action that needs to be taken on this agenda item. Rasmussen stated that no action is needed on this agenda item and it is informational as a lead in to the next agenda item.

Discussion and possible action overview of existing grant application and management process and future needs as it pertains to ARPA funds

Rasmussen stated that if the Committee wants to have Groat create a draft policy, relative to approvals needed for grant applications/grant funding, the Committee can give that direction. The consensus was to have Groat put something together for this Committee's review at a future meeting.

Groat discussed that grant applications are completed by staff as they are able to manage as part of their other daily tasks. Groat stated that perhaps having a part-time grant writer on staff may be something the City wants to consider. Having one person dedicated to grant writing could be beneficial for the City departments, as well as residents, from a cost savings perspective. The cost/benefit analysis would need to be done by Human Resources before we would move ahead with any decision.

Motion by Watson, second by Herbst to make recommendation to Human Resources Committee to explore creation of grant writer/manager position and what the salary/cost would be, as a part-time, ¾ time and full time position, with the responsibilities to include tracking grants we receive, grants we award, and the contractual requirements and timelines applicable to each grant. Motion carries 4-0.

Discussion and possible action authorizing the Mayor to accept the City of Wausau's allocation from the US Department of Treasury Coronavirus Local Fiscal Recovery Fund - no local match required

Motion by Watson, second by Herbst to authorize the Mayor to accept the City of Wausau's allocation from the US Department of Treasury Coronavirus Local Fiscal Recovery Fund. Motion Passes 4-0.

Adjourn

Motion by Watson, second by Ryan to adjourn the meeting. Motion carried 4-0. Meeting adjourned at 6:10 p.m.

MINUTES

Joint Finance & Economic Development Committee Meeting

Date | time Tuesday, June 1, 2021 at 5:15 P.M. | *Meeting called to order by* Rasmussen & Neal at 5:15 P.M.

In Attendance

ED/FIN Members Present:	Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen (FIN Chair) Dawn Herbst, Michael Martens, Deb Ryan and Tom Kilian
Others Present:	Mayor Katie Rosenberg, Brad Lenz, MaryAnne Groat, Tammy Stratz, Anne Jacobson, William Harris, Patrick Peckham, Shannon Graff (Webex), Ted Matkom (Webex), Nick Patterson (Webex), Gary Gisselman

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

Joint Items

Agenda Item #1 – Discussion and possible action on the $350,000 funding request from Gorman & Company, LLC for 221 Scott Street (Landmark Apartments) Affordable Housing project. Funding sources to be considered are TID 12 and American Rescue Plan Act Local Fiscal Recovery Funds

Lenz introduced the agenda item and referred to the TID application in the packet where gap financing was requested by Gorman & Company in the amount of $350,000.

Rasmussen mentioned TID projects don't score well due to return on investment because tax credit projects are assessed at a lower rate than standard properties.

Ryan asked if Landmark has loan approval from the CDA. Lenz and Matkom confirmed approval for $900,000.

Kilian asked Matkom about the question in the TID application regarding pending litigations that was answered no. Matkom stated Gorman & Company has 6,000 units in Wisconsin and they have landlord/tenant issues which are always occurring but there are no major litigations for Gorman & Company at this time. Kilian requested a list of current list of litigations the Gorman & Company is involved in for the past 5 years. Matkom clarified if Kilian is requesting litigation no matter how small to which Kilian responded, yes. Matkom said he would supply this information as requested. Rasmussen asked Kilian if he wanted Matkom to include evictions as standard practice. Kilian said he was open for discussion but would like anything that would be considered a civil suit.

Ryan questioned the renovation process and how current residents will be affected by it. Matkom answered they held two meetings with residents. The renovations will begin on floors 8, 7 and 6. Residents on those floors will relocate to "hotel units" within the building for 45-60 days until renovation is complete. Every time a floor is completed, they will start renovating another floor and no one will be displaced with that strategy.

Ryan asked if they would be notifying everyone that they will be in a Section 8 building. Matkom replied the Landmark will not be a Section 8 project but rather Section 42. Ryan asked if the tenants would be income qualified for units which Matkom replied yes. Ryan asked if there are current tenants who are at market rate rents or above the income limit who would stay in the building once renovation is completed. Matkom responded there are no leases on the apartments now and those who do not income qualify would have to relocate because there will be no market rate apartments. Ryan asked if there would be dollars set aside to help renters who need to find other housing, to help with moving costs, higher rent/utilities.

Matkom responded there isn't funding set aside for relocation on a month to month lease. He stated if they were breaking a lease due to changing the requirements to rent there, that would be a different story. Matkom said they have always offered to help people move their belongings out and into a moving truck but does not help pay for moving costs.

Groat added there is no requirement for the city to provide funds for relocation from The Landmark. Groat stated if there was a street project that impacted residents living situation then there would be an obligation to support those households. Groat asked Matkom to explain how many apartments the complex will have when the renovations are completed.

Matkom stated there are currently 105 units but once the project is complete there will be 94 due to several current units not being legal living space. He stated about 50% of people living in the complex now are living there because the rent is what they can afford. The other 50% can afford higher rent but choose to live in the Landmark because rent is cheap. Matkom stated they would make 100% of the units affordable, targeting 60% of the county median income meaning an individual income limit would be about $25-30,000/yr. and a family of 4, the income limit would be about $50,000.

Ryan mentioned she is concerned about the residents who will have to move from the Landmark but may not be able to afford moving expenses or higher rent. Ryan suggested perhaps there would be money down the road that could be used from CDBG to help residents with relocation.

Rasmussen said the meat of their discussion is what pot of money to pull from if the committee chooses to support the project. She stated this satisfies a goal of the council to create more affordable.

Ryan stated she attended the Water Commission meeting earlier in the day and it was discussed to use recovery funds for lead lateral replacements for low income neighborhoods. She asked the Mayor if there is latitude on that. Mayor Rosenberg stated they voted to give Director Lindman 60 days to determine how recovery funds could be used towards lead lateral replacement for low income neighborhoods. She stated the council would need to vote on it but Mayor Rosenberg wants to ensure their needs as a utility are voiced.

Rasmussen reiterated the disadvantage of TID funding for this project because normally when TID funding is used, the taxable value of the property increases and those gains are used to pay the taxes. Conversely, using TID funding for a tax credit property will not produce those same results making it less desirable to use TID funding. Rasmussen would like to see a robust plan with a diverse mix of uses for the American Recovery Funds to get the largest bang for the dollars received.

Watson asked if there is a potential income generating projects in TID 12 that could offset the loss of generation from the Gorman project. Groat responded The Landmark is not in TID 12 but the project plan does allow for development incentives within a ½ mile boundary, which this parcel is. The city could choose to amend the district to include it but because the value of the building is not expected to increase there is no incentive to amend the district to include the parcel.

Ryan motioned to use the American Rescue funds versus TID 12 for the Gorman Project, seconded by Martens.

FIN Committee votes and motion carried 5-0.

ED Committee member McElhaney motioned to use the American Rescue Funds for the Gorman Project, seconded by Watson.

Kilian recommended using $350,000 in TID funds and using American Rescue Funds to help those displaced from The Landmark to provide them a soft landing. Neal asked Matkom to address Kilian's concern about the displacement of residents and a possible partnership with the city.

Matkom replied first by correcting the numbers discussed earlier. There are currently 20 vacancies and 70 occupied units. Of the 70 occupied units, he stated about 50 are affordable and 20 are market. He made this clarification to provide a more correct number of people that could be displaced. He said the market rate tenants are being given complete flexibility to provide whatever notice they want (a month, a week, or a day) up to August 1st, to move from the property. Their security deposits will be returned in full. If the resident needs help moving their belongings from their unit into a loading van, they will provide this assistance but Gorman will not assist them to/at their new unit.

Rasmussen stated helping residents financially who will be displaced from Landmark was not part of the request on the application and the possibility of funds to those dislocated should be for a different discussion.

Ryan asked Stratz if the CDBG is something that can be used for the displaced residents. Stratz responded it is not black and white and would be dependent on how it's structured. Stratz said if CDBG funds were used, the money would have to be used to help a low income person(s). Though, those being displaced are over income per Section 42 requirements, therefore they would not meet criteria for CDBG. Additionally, the money used would be considered funding a public service activity which would take money away from non-profits.

Kilian motioned to increase the request by $30,000 in order to help those displaced with moving elsewhere (figuring $1,500 for each unit impacted). No second on this motion.

Rasmussen responded including the increase in the request would need to take place during a later discussion and not assume the American Rescue Funds can be used for that type of an expense. She said there should be an analysis of how much a request might be and not assume each person will need $1,500. Rasmussen said we need to look at the need and the rules before making that type of decision.

Kilian amends his motion and requested an analysis be completed by the attorney's office to see if the American Rescue Funds can be used for transitional expenses. No second on this motion.

ED Committee voted and motion to use American Rescue Funds for the Gorman Project carried 5-0.

Agenda Item #2 – Discussion and possible action on the extension on the deferral of principal payments on city-funded loans for small businesses in the aftermath of the COVID-19 pandemic

Rasmussen introduced the agenda item stating that last year businesses that had city loans were offered a deferment on their payments due to the pandemic and since we are still not through the pandemic fully, the committee is being asked to consider an additional deferral until businesses stabilize. Rasmussen pointed out there is no money actually lost as interest is still accruing, but it allows businesses flexibility on their repayments.

Neal asked how the current deferrals are being administered.

Stratz stated initial outreach to businesses produced several participants in the loan deferral. After the extension was approved approximately half the initial businesses continued to participate and currently there are only four businesses participating. Stratz reached out to those businesses last week to remind them the extension will end in June with payments starting in July but she has not heard from any of them.

Rasmussen suggested approving the option to continue the deferral for those who need it and those who don't need it could opt to restart payments. Rasmussen asked Stratz if she would recommend the authority to defer up to a year if needed. Stratz responded she would appreciate that flexibility.

Herbst motioned to allow Stratz the leeway to work with businesses who are interested in deferring their loan payments to the City of Wausau for up to the next 12 months, seconded by Watson.

FIN Committee votes and motion carried 5-0.

Neal asked Stratz if someone who didn't take advantage of the deferral before but wants to now, are they able to participate. Stratz said she would like the ability for additional businesses to participate even if they hadn't before.

Kilian motioned to allow Stratz the leeway to work with businesses who are interested in deferring their loan payments to the City of Wausau for up to the next 12 months, seconded by McElhaney.

Kilian commented that we should show the same level of leniency to not only our businesses but our residents as well.

ED Committee voted and motion carried 5-0.

Agenda #3 – Adjournment FINANCE Committee

Rasmussen asked for a motion to adjourn the Finance committee portion of the meeting.

Herbst motioned to adjourn, seconded by Martens.
Committee voted and motion carried 5-0.

420 Plumer Street
Wausau, WI 54403
Phone: 715-842-9287
TDD 715-843-6827
Fax: 715-842-1541
http://metroride@ci.wausau.wi.us

MEMO

To: City of Wausau Finance Committee

From: Greg Seubert, Transit Director

Subject: Funding Request

Date: June 11, 2021

In 2020, CARES Act funds were used to reduce levy commitment for the Metro Ride operating budget by about $943,000. I recommended this approach so we could use the remaining balance, in full or in part to fund Metro Ride capital projects. Below is a list of IT projects that I would like to pursue at this time. All are aging systems that are at or near the end of useful life. We have struggled to fund projects like this in the past because they fall below the city's CIP threshold and our normal state/federal funding sources are not appropriate for capital expenses. Upgrading or replacing these systems would integrate Metro Ride into existing city systems.

Project	Description	Estimated Cost
Phone System replacement	The current stand-alone system is failing. The plan is to integrate Metro Ride into existing city phone system.	$20,000
Door Control System Replacement	The current stand-alone system has been non-functional for several years. We have returned to keyed entry, which is a security concern. The plan is to integrate Metro Ride into the city hall access control system.	$10,016
Video System - Transit Center	The current analog system would be upgraded to digital format and connected to the city/county network. Fiber optic cable was extended to the facility several years ago for this purpose but it is not yet connected.	$24,477
Computer Replacement	Routine End of Life Replacement of all Metro Ride PCs.	$18,998
Fueling System Upgrade	System is functional but near end of useful life. We would like to replace it before it fails or the vendor ceases technical support.	$19,036
Total Funding Request		**$92,527**

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving City's Waiver of First Right of Refusal to Repurchase property at 7120 Stewart Avenue from Toenjes Properties, LLC to Kingspan Light & Air LLC

Committee Action: Pending

Fiscal Impact: None

File Number: 04-1207 **Date Introduced:** June 15, 2021

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, Toenjes Properties, LLC have entered into a Purchase and Sale Agreement for $2,700,000 to transfer 7120 Stewart Avenue to Kingspan Light & Air LLC for continued growth and expansion; and

WHEREAS, deed restrictions on the property give the City first right of refusal to repurchase the property; and

WHEREAS, the City continues to have no said interest in repurchasing the named property; and

WHEREAS, your Finance Committee, at their June 15, 2021 meeting, considered the matter and wishes to decline to exercise the right to repurchase the property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby declines to exercise its right to repurchase the property at 7120 Stewart Avenue in the Wausau Business Campus in order to allow the transfer of title of the property to Kingspan Light & Air LLC.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute an appropriate Waiver of First Right of Refusal to Repurchase Property and execute all documents reasonably necessary to consummate the transaction contemplated by the Purchase and Sale Agreement.

Approved:

____

Katie Rosenberg, Mayor

June 3, 2021

VIA REGISTERED MAIL - RETURN RECEIPT REQUESTED & ELECTRONIC MAIL

City of Wausau
Attention: Leslie Kremer, City Clerk
407 Grant Street
Wausau, WI 54403

Re: Toenjes Properties, LLC

Dear Ms. Kremer:

Attached is an offer to purchase (the "Offer") with respect to the two parcels of real estate (the "Property") owned by Toenjes Properties, LLC ("Grantee") in the Wausau West Business and Industrial Park. The property descriptions for the Property are set forth in the Offer. Please note that both parcels of the Property are subject to Deed Restrictions for Wausau West Business and Industrial Park (the "Restrictions"). As set forth in the Restrictions, the City of Wausau has a right of first refusal to purchase the Property.

We have enclosed the Offer and request that the City address this matter at the City Council meeting on June 15, 2021.

Please feel free to contact me or Jeff Voigt with any questions at (715) 845-9360.

Very truly yours,

TOENJES PROPERTIES, LLC

Wayne Toenjes

Wayne Toenjes, Member

Enclosure

cc w/encl: Atty. Anne Jacobson (via electronic mail)

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of June 3, 2021, ("Effective Date") by and between Kingspan Light & Air LLC a Delaware limited liability company ("Buyer") and or its assigns, and Toenjes Properties, LLC, a Wisconsin limited liability company, ("Seller").

WHEREAS, Seller is the owner of certain improved real property located at 7120 Stewart Avenue, Wausau, WI 54401, consisting of approximately 5.28 acres of land and a building currently utilized as a manufacturing facility as legally described on the attached Exhibit A (the "Property").

WHEREAS, Seller desires to sell and Buyer desires to purchase the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above and for other value received, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. When used herein, the following terms shall have the meanings set forth opposite each term:

Agreement: This Purchase and Sale Agreement, including the Exhibits attached hereto which are by this reference incorporated herein and made a part hereof.

Deed: A recordable warranty deed to be executed by Seller and delivered to Buyer at the Closing, conveying the Property to Buyer subject only to the Permitted Title Exceptions.

Permitted Title Exceptions: Real estate taxes for the year of Closing not yet due and payable and Permitted Encumbrances, as defined in the SPA.

Closing Date: The Closing Date shall occur on or before five (5) business days from the City of Wausau approvals as required pursuant to Section 4.5 below, or as may be extended as provided herein.

Purchase Price: The consideration payable by Buyer to Seller for the Property, as provided in Article 3.

Effective Date: The date on which this Agreement has been fully executed by all parties and a counterpart of this Agreement has been delivered to Buyer.

Environmental Laws: All federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulation, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

Hazardous Materials: Any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the state in which the Property is located, or the United States government, including, but not limited to, (1) any material or substance which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of the law of the state in which the Property is located, (2) petroleum and petroleum based products, (3) asbestos, (4) polychlorinated biphenyl, (5) radioactive material, (6) urea formaldehyde foam insulation, (7) Freon and other chlorofluorocarbons, (8) any material or substance which is designated as a "hazardous substance" pursuant to Section 311 of the Federal Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321), (9) any material or substance which is defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (10) any material or substance which is defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), (11) lead based paint, or (12) any material or substance which has been shown to have significant adverse effects on human health or which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., applicable state law, or any other applicable federal, state or local laws now in force relating to toxic substances.

Notice to Cancel: The written notice which may be given pursuant to this Agreement pursuant to which either party may terminate and cancel this Agreement, except for those obligations which expressly survive such termination and cancellation.

SPA: The Stock Purchase Agreement dated the same date as this Agreement between Buyer, Wayne A. Toenjes, Carolyn S. Toenjes, and Wayne and Carolyn in their capacities as co-trustees of the Toenjes Revocable Trust 2/8/2002 wherein Buyer is purchasing the stock of Major Industries, Inc., a Wisconsin corporation.

Title Company: Runkel Abstract & Title Company, Inc., Wausau, Wisconsin, as agent for First American Title Insurance Company.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale. On the Closing Date, subject to the conditions and on the terms contained in this Agreement, Buyer will purchase and acquire from Seller, and Seller will sell, assign and transfer to Buyer, the Property.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price. The Purchase Price is Two Million Seven Hundred Thousand Dollars U.S. (U.S. $2,700,000), plus or minus prorations, subject to adjustments and payables as provided herein.

3.2 Payment of Purchase Price. Buyer will pay to Seller at the Closing the Purchase Price after adjustments for prorations by wire transfer.

ARTICLE 4
CONDITIONS PRECEDENT

4.1 Closing of SPA. Buyer and Seller shall have received evidence reasonably satisfactory to Buyer and Seller of the simultaneous closing on the SPA.

4.2 Property Title. Buyer has obtained a title commitment from Title Company with Commitment Number MA78361 ("Title Commitment"), together with a copy of all title exceptions and documents of record referenced in such Title Commitment. On the Closing Date, at Seller's cost and expense, and as a condition to Buyer's obligation to close on the purchase of the Property, Seller shall cause the Title Company to issue an owner's title insurance policy pursuant to and in accordance with the Title Commitment insuring fee simple title to the Property in Buyer as of the Closing Date in the amount of the Purchase Price; with extended coverage, and with such endorsements as are reasonably requested by Buyer in order to resolve any objections as described below; and subject only to the Permitted Title Exceptions. Seller shall be responsible for the costs for all endorsements reasonably necessary to satisfy Seller's obligation to provide merchantable title.

4.3 Removal of Title Defects. Buyer shall, within five (5) days of the Effective Date, notify Seller of any matters disclosed on the Title Commitment that are not acceptable to Buyer. If Buyer does not notify Seller within the Due Diligence Period that any matters are not acceptable to Buyer, then the Title Commitment will be deemed to be approved by Buyer. If Buyer so notifies Seller that the Title Commitment shows items unacceptable to Buyer, Seller shall have thirty (30) days from the date of delivery of Buyer's notice to (i) have the Title Company issue its endorsements (in form reasonably acceptable to Buyer) insuring over such unacceptable items and provide evidence thereof to Buyer; (ii) correct any such unacceptable items; or (iii) elect to not insure or correct the unacceptable items. If Seller elects to cure such items, the Closing Date shall be reasonably extended as necessary to accommodate such cure. If Seller fails to have such items corrected or insured over within said period, or elects within such period not to so insure or correct, or fails to respond within such period, then Buyer may elect within fifteen (15) days thereafter (i) to terminate this Agreement by giving a Notice to Cancel, or (ii) to accept the Title Commitment subject to such unacceptable items without any diminution of the Purchase Price. As to those title exceptions which are not accepted by Buyer as above that constitute monetary liens of a definite, liquidated amount encumbering the Property, Seller shall be obligated to have the same removed or insured over by the Title Company, and if Seller fails to have the same removed or insured over, Buyer may deduct the amount thereof from the Purchase Price at the Closing.

4.4 City Waiver at Right First Refusal/Consent to Transfer/Estoppel Certificate. As a condition to the Buyer's obligation close on the purchase of the Property, the Buyer shall have received (i) a written waiver of the City of Wausau's right of first refusal and a certified copy of a resolution of the Common Council of the City of Wausau consenting to the transfer of the Property to the Buyer; and (ii) a signed estoppel certificate from the City of Wausau confirming that there have been no violations of the deed restrictions imposed on the Property. Seller shall cooperate with Buyer to obtain such waiver and consent. In the event that the waiver, consent and estoppel certificate from the City of Wausau are not received by the Buyer by July 31, 2021, the Buyer shall have the right to terminate this Agreement by delivering to the Seller a Notice to Cancel no later than August 15, 2021.

ARTICLE 5
CLOSING MATTERS

5.1 Possession, Prorations and Expenses.

(a) Sole and exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

(b) All prorations will be computed as of the Closing Date ("Proration Date"). General and special real estate and other ad valorem taxes and assessments and other state or municipal taxes, fees, charges and assessments affecting the Property, if any, and all other customarily pro-ratable items shall be prorated as of the Proration Date on the basis of one hundred percent (100%) of the most recent ascertainable amounts or other reliable information in respect to each such item of income and expense and the net credit to Buyer or Seller shall be paid in cash or as a credit or debit against the Purchase Price.

(c) Seller shall pay title charges required to fulfill the obligations under Section 4.2 and 4.3, including extended coverage and all endorsements referenced therein, and such endorsements necessary pursuant to Section 4.2 and 4.3. Seller shall pay the cost of the transfer taxes on the Deed. Buyer shall pay for the cost to record the Deed. The parties shall each be solely responsible for the fees and disbursements of their respective counsel and other professional advisors, except as otherwise provided in this Agreement.

5.2 Closing.

(a) The transaction contemplated hereby shall close on the Closing Date at the office of the Title Company or on such other date, time and place as the parties may mutually agree.

(b) On the Closing Date, Seller shall execute and deliver each of the following:

(1) A Warranty Deed in a form agreed by Buyer;

(2) An ALTA statement in customary form as required by the Title Company stating that there are no leases affecting the Property, no unpaid management expenses, no mechanics or construction liens and no unpaid brokerage commission;

(3) An FIRPTA Affidavit in customary form for each person or entity comprising Seller;

(4) Such other documents, instruments, certifications and confirmations as may be reasonably required to fully effectuate and consummate the transaction contemplated hereby; and

(c) On the Closing Date, Buyer shall execute and deliver each of the following:

(1) The Purchase Price, plus or minus all prorations, adjustments, and credits; and

(2) Such other documents, instruments, certifications and confirmations as may be reasonably required to fully effectuate and consummate the transaction contemplated hereby.

(d) On the Closing Date, Seller and Buyer shall execute and deliver each of the following:

(1) Appropriate state, county and local law documentary and transfer tax forms and taxes (if any); and

(2) A copy of this Agreement.

(e) All documents or other deliveries required to be made by Buyer or Seller on or prior to the Closing Date and all deposits and transactions required to be consummated concurrently with Closing shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made, and no transaction shall be deemed to have been consummated, until all deliveries required by Buyer and Seller shall have been made, and all concurrent or other transactions shall have been consummated.

ARTICLE 6
BROKERAGE

6.1 Brokerage. The parties warrant and represent to the other that neither has authorized any broker to act on its behalf in respect to the transactions contemplated hereby, and that neither has dealt with any broker in connection therewith except Baker Tilly Capital, LLC, who represents the Seller and related entities in the Buyer's purchase of the stock of Major Industries, Inc. Seller shall be solely responsible for the fees of Baker Tilly Capital, LLC.

ARTICLE 7
LOSS TO THE PROPERTY

7.1 Condemnation of Property. If, prior to the Closing Date, any proceeding or notice of intent to exercise a right of eminent domain or condemnation, which relates to the proposed taking of any material portion of the Property or improvements thereon by condemnation or eminent domain or any action in the nature of eminent domain, is given, instituted or commenced, or threatened in writing, Seller shall immediately provide notice to Buyer, and Buyer shall have the right and option to terminate this Agreement by giving Seller a Notice to Cancel within thirty (30) days after actual receipt of written notification of any such occurrence. Failure to give such notice within such time shall be conclusive evidence that Buyer has elected the option not to terminate by reason of the occurrence of which it has received notice. Seller will furnish Buyer written notification with respect to any such notice or proceedings within forty-eight (48) hours of Seller's receipt of any such notification or learning of the institution of such proceedings. If Buyer elects to so terminate this Agreement, the parties hereto shall be released from any and all further obligations hereunder. If the Closing Date is less than thirty (30) days following the last day on which Buyer is entitled to elect to terminate this Agreement, the Closing shall be delayed a reasonable time, but not in excess of thirty (30) days, after Buyer makes such election. If Buyer does not elect to terminate this Agreement, Seller shall assign and/or pay to Buyer on the Closing Date all condemnation awards or other damages collected or claimed with respect to the taking of the Property or any portion thereof affected by the taking or condemnation. The term "material" for purposes of this Section 7.1 shall mean any taking of any portion of the Property required to be used for public improvements as shown on the approved plat of subdivision and preliminary engineering for the Property, or any taking of an amount of the land area of the Property that will cause a reduction of development that may be built on the Property.

7.2 **Destruction or Damage to the Property.** If, prior to the Closing Date, all or any portion of the Property or the improvements in an amount not less than five percent (5%) of the Purchase Price are damaged or destroyed by fire or other casualty, Seller shall immediately provide notice to Buyer, and Buyer shall have the right and option to terminate this Agreement by giving Seller a Notice to Cancel within thirty (30) days after actual receipt of written notification of any such occurrence. Failure to give such notice within such time shall be conclusive evidence that Buyer has elected the option to terminate by reason of the occurrence of which it has received notice. Seller will furnish Buyer written notification with respect to any such occurrence within forty-eight (48) hours of Seller's receipt of any knowledge of any such event. If Buyer elects to so terminate this Agreement, the parties hereto shall be released from any and all further obligations hereunder. If the Closing Date is less than thirty (30) days following the last day on which Buyer is entitled to elect to terminate this Agreement, the Closing shall be delayed a reasonable time, but not in excess of thirty (30) days, after Buyer makes such election. If Buyer does not elect to terminate this Agreement, Buyer shall assign and/or pay to Buyer on the Closing Date all insurance proceeds and other claims, and damages collected or claimed with respect to the Property or any portion thereof affected by the event or events of such damage, destruction or casualty.

ARTICLE 8
COVENANTS, REPRESENTATIONS AND WARRANTIES

8.1 Certain Covenants of Seller.

(a) Seller shall notify Buyer promptly if it becomes aware of any transactions or occurrences prior to the Closing Date that would make any of the representations or warranties of Seller contained in this Agreement not true in any material respect, or that would have any impact on the fair market value of the Property in excess of Ten Thousand Dollars ($10,000).

(b) Seller will cooperate with Buyer, at no expense to Seller, to execute such documents and do such other things as Buyer shall reasonably request in aid of Buyer's inspection, and approval of the Property, including without limitation, any applications, provided, however, such matters will be conditioned on the Closing of the purchase and sale of the Property.

(c) Seller shall continue to operate and maintain the Property in a first class condition in the same manner that Seller has previously done during its ownership of the Property which includes making necessary repairs at Seller's cost until the Closing Date.

(d) Seller shall keep the Property insured by financially sound and reputable insurers against the loss or damage by fire with extended coverage endorsements and maintain reasonably adequate liability insurance covering liability for personal injury or property damage to the extent and in the manner customary for property of its character.

(e) Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide Buyer a credit at the Closing for, all taxes, assessments and other governmental charges imposed upon the Property, as well as all claims for labor, materials or supplies which have been incurred prior to the Closing Date, which if unpaid, might by law become a lien or charge upon the Property.

8.2 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer on and as of the date hereof and on and as of the Closing Date as follows:

(a) Seller has full capacity, right, power and authority to execute and deliver this Agreement;

(b) Seller has not received any notice, nor does it have any knowledge of any violation of any law, zoning ordinance, code, or regulation affecting the Property;

(c) Seller has not received any notice, and does not have any knowledge of any existing or threatened condemnation or other legal action of any kind involving the Property;

(d) Seller has not received any notice of any contemplated or actual special assessments for general real estate tax purposes, other than those listed in the Title Commitment;

(e) Other than the recorded documents delivered with the Title Commitment, there are no agreements, written or oral, with any other governmental agency or other party, which would affect or impair the development of the Property;

(f) There are no donations, recapture or other similar requirements in effect for the Property;

(g) Seller is the fee owner of the Property and it has the full right and authority to convey the Property. The representations and warranties of Seller contained in this Agreement shall survive the Closing;

(h) Seller is in compliance with the requirements of Executive Order No. 13324, 66 Fed. Reg. 49.079 (September 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Patriot Act Orders"). Seller has not: (i) been listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other similar list (such lists are collectively referred to as the "Lists"); or (ii) been determined by competent authority to be subject to the prohibitions contained in the Patriot Act Orders;

(i) The Property does not contain any gaps or gores;

(j) Seller has not received any notice of any increase or potential increase in the assessed valuation of the Property;

(k) There are no written or oral contracts or commitments relating to the Property including without limitation for the management, performance of service, employment, or purchase or lease of equipment which are not terminable at will of Seller on not more than thirty (30) days advance written notice without penalty, except as provided to Buyer in accordance with Article 4;

(l) There are no lawsuits threatened or pending involving the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code, rule, law, statute violation; and

(m) All documents provided to Buyer by Seller and Seller's agents and representatives are true, accurate, complete and current.

The representations and warranties of Seller contained in this Agreement will survive the Closing.

ARTICLE 9
DEFAULT

9.1 Default by Seller. If Seller is in default of its obligations under this Agreement, or any of Seller's representations and warranties are not true and correct in any material respect as of the date hereof or the Closing Date, Buyer may either (i) terminate this Agreement, whereupon this Agreement shall become null and void and of no further force and effect, or (ii) proceed to Closing on the Property but retain the right to sue for its actual damages as a result of such breach, or (iii) proceed to obtain any other relief available at law or in equity (including specific performance, but specific performance shall not be considered an exclusive election of remedies).

9.2 Default by Buyer. If Buyer is in default of its obligations under this Agreement, or any of Buyer's representations and warranties are not true and correct in any material respect as of the date hereof or the Closing Date, Seller may either (i) terminate this Agreement, whereupon this Agreement shall become null and void and of no further force and effect, but retain the right to sue for its actual damages as a result of the breach, or (ii) proceed to obtain any other relief available at law or in equity (including specific performance, but specific performance shall not be considered an exclusive election of remedies).

ARTICLE 10
NOTICES

10.1 Notices. Any notice, request, demand, instrument or other document to be given or served hereunder shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or by overnight express courier, or by facsimile transmission and addressed to the parties at their respective address set forth below, and the same shall be effective upon receipt if delivered personally or five (5) business days after deposit in the mail, if mailed, or one (1) business day after delivery to an overnight courier if deposited with an overnight express courier or one (1) business day after transmission if sent by facsimile transmission. A party may change its address or facsimile transmission number for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller:	Toenjes Properties, LLC Attn: Wayne A. Toenjes 232324 Flints Road Wausau, WI 54401-4583
With a copy to:	Jeremy Welch, Esq. Ruder Ware, L.L.S.C. PO Box 8050 Wausau, WI 54402 jwelch@ruderware.com
If to Buyer:	Kingspan Light & Air LLC Attn: Bill Hogan, President 28662 N. Ballard Drive Lake Forest, IL 60045
With a copy to:	Kristy M. Abraham, Esq. Preti Flaherty One City Center PO Box 9546 Portland, ME 04112-9546 kabraham@preti.com -and- Scott A. Jackman, Esq. Eaton John Overbey Jackman, LLP 513 Grant Street Wausau, WI 54403 sjackman@wausaulaw.com

ARTICLE 11
ADDITIONAL COVENANTS

11.1 Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

11.2 Further Assurances. The parties shall execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transaction contemplated hereby.

11.3 Survival and Benefit. The terms of this Agreement not fully satisfied at the Closing as contained in this Agreement shall survive the Closing. Even if in some cases an indemnification is not identified as surviving the Closing or termination of this Agreement, the indemnification of each party set forth herein shall survive the termination of this Agreement prior to Closing and shall survive the Closing and inure to the benefit of and be binding upon the respective successors and assigns of the parties.

11.4 No Third Party Benefits. This Agreement is for the sole and exclusive benefit of the parties hereto and no third party is intended to or shall have any right hereunder.

11.5 SPA Limitations. The parties agree that any claim of Buyer which may be made against Seller hereunder or otherwise with respect to the Property, shall be governed by the indemnification provisions of the SPA which are incorporated by reference herein as though set out fully in this Agreement, and the such claims may be satisfied by the Escrow Amount (as that term is defined in the SPA). The Buyer and Seller further agree that all limitations on claims hereunder shall be subject to the limitations set forth in the SPA, including the Cap (as defined in the SPA).

11.6 Confidentiality. The parties acknowledge the sensitive and unique nature of the terms of this Agreement, will keep the terms hereof completely confidential, and will not reveal or disclose the terms hereof, except: (i) to the lenders, financial consultants or legal counsel of the parties; (ii) to the extent such disclosure is required by a court of competent jurisdiction or is, in the opinion of the disclosing party's counsel, required by law to be disclosed; (iii) to governmental officials, with regard to the existence of the contract only, to the extent such disclosure is necessary in the pursuit of Buyers intended use of the Property; (iv) if the disclosed information was, at the time of the disclosure, public knowledge; or (v) when such disclosure has been expressly agreed to in writing by both Seller and Buyer.

11.7 Interpretation.

(a) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or Sections to which they apply or otherwise affect the interpretation hereof.

(b) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after and the term "heretofore" shall mean before, the date of this Agreement.

(c) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders and words importing the singular number shall mean and include the plural number and vice versa.

(d) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(e) The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

(f) Whenever under the terms of this Agreement the time for performance of a covenant or condition or the last day to give notice falls upon a Saturday, Sunday or holiday (whether in the United States or Canada), such time for performance shall be extended to the next business day. Otherwise all references herein to "day" shall mean calendar days.

(g) Time is of the essence of this Agreement.

(h) This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute the same instrument. Signatures to this Offer transmitted by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature and shall be binding upon the parties.

11.8 Assignment and Successors. This Agreement shall be binding upon any assignees, transferees, grantees or successors in interest of the parties hereto.

11.9 Invalidity. Invalidation of any of the provisions of this Agreement, whether by court order or otherwise, shall in no way affect the validity of the remaining provisions which shall remain in full force and effect.

11.10 Applicable Law. The law of the State of Wisconsin is located shall govern this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as for the day and year first above written.

Seller :
TOENJES PROPERTIES, LLC

By: Wayne Toenjes
Name: Wayne Toenjes
Title: Member LLC.

Buyer:
KINGSPAN LIGHT & AIR LLC

By: ______________________
Name: William R. Hogan
Title: President

IN WITNESS WHEREOF, the parties have entered into this Agreement as for the day and year first above written.

Seller :
TOENJES PROPERTIES, LLC

By: ______________________
Name: ______________________
Title: ______________________

____

Buyer:
KINGSPAN LIGHT & AIR LLC

By: ______________________
Name: William R. Hogan
Title: President

EXHIBIT A

Legal Description of Property

Land described in Certified Survey Map No. 4281 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 16 of Certified Survey Maps on Page 49, excepting that part thereof described in deed recorded in said Register's office in Volume 491 of Micro-Records on Page 1170;

AND

Outlot one (1) of Certified Survey Map No. 12575, recorded in said Register's office in Volume 54 of Certified Survey Maps on Page 83;

ALL BEING PART OF of the North one-half (N ½) of the Northwest fractional quarter (NW fr'l ¼) of Section Thirty-One (31), Township Twenty-Nine (29) North, Range Seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-312-0977
Address: 7120 Stewart Avenue, Wausau, WI 54401

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

JT. RESOLUTION OF THE ROOM TAX COMMISSION AND FINANCE COMMITTEE

Approving Tourism Entity Agreement between the City of Wausau, Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

Committee Action: Room Tax Approved 3-0
Finance Pending

Fiscal Impact:

File Number:	94-0828	**Date Introduced:**	June 15, 2021

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

RESOLUTION

WHEREAS, the City is authorized by the laws of Wisconsin to impose, collect, and distribute a portion of the proceeds of hotel/motel room taxes to promote and develop tourism and for the purpose of improving the economic well-being of the entire community, and has funded such a program since at least 1990; and

WHEREAS, the City has enacted an ordinance imposing a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations which are available to the public pursuant to Sec. 66.0615 Wis. Stats. ("Room Tax Act"); and

WHEREAS, within the Room Tax Ordinance, the City has imposed a Room Tax of eight percent (8%); and

WHEREAS, the City has created a Room Tax Commission ("Commission") to oversee the proper expenditures of room taxes in accordance with the requirements of the Wisconsin Room Tax Act; and

WHEREAS, effective January 1, 2019, the City, its Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc. (CVB) entered into a non-exclusive Tourism Entity

Agreement for a term of two years, automatically renewable for successive one year terms; and

WHEREAS, Council approved terminating the Tourism Entity Agreement on September 22, 2020; and

WHEREAS, on April 13, 2021, Council approved entering into a Memorandum of Agreement with CVB and the Village of Weston; and

WHEREAS, your Room Tax Commission, at their June 9, 2021 meeting, discussed and recommended entering into a Tourism Entity Agreement; and

WHEREAS, your Finance Committee, at their June 15, 2021 meeting, discussed and recommended entering into a Tourism Entity Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a Tourism Entity Agreement between the City of Wausau, its Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

Approved:

____
Katie Rosenberg, Mayor

<u>TOURISM ENTITY AGREEMENT</u>

This TOURISM ENTITY AGREEMENT ("Agreement") is entered into by and between the City of Wausau, a Wisconsin municipal corporation ("City"), its Room Tax Commission ("Commission"), and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation ("CVB"), effective on this ___ day of June, 2021.

WHEREAS, the City is authorized by the laws of Wisconsin to impose, collect, and distribute a portion of the proceeds of hotel/motel room taxes to promote and develop tourism and for the purpose of improving the economic well-being of the entire community, and has funded such a program since at least 1990; and

WHEREAS, the City has enacted an ordinance imposing a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations which are available to the public pursuant to sec. 66.0615 Wis. Stats. ("Room Tax Act"); and

WHEREAS, within the Room Tax Ordinance, the City has imposed a Room Tax of eight percent (8%); and

WHEREAS, the City has created a Room Tax Commission ("Commission") to oversee the proper expenditures of room taxes in accordance with the requirements of the Wisconsin Room Tax Act; and

WHEREAS, the City and its Commission desire to enter into a non-exclusive contract with the CVB, as a qualifying "tourism entity" as defined in Section (1)(f) of the Room Tax Act, for it to provide the City or its Commission with staff, support services and assistance in developing and implementing programs that foster tourism promotion and tourism development in the City to visitors as provided in Section (1)(b)4 of the Room Tax Act and the CVB desires to enter into such a contract with the City and its Room Tax Commission; and

WHEREAS, the agreements of the parties as to such services shall be as set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. <u>Recitals</u>. The foregoing Recitals are hereby incorporated in and made a part of this Agreement.
2. <u>Definitions</u>.
   a. "<u>CVB</u>" shall mean the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation.
   b. "<u>Room Tax</u>" shall mean a tax imposed on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons

furnishing accommodations which are available to the public pursuant to the Room Tax Act. The municipality shall impose a room tax in the amount of eight (8%) percent.

c. "Municipality" shall mean the governmental unit as identified in this Agreement in which an operating lodging property is located and which collects a room tax.

d. "Remitted Room Taxes" shall mean the amount of room taxes that the City has collected and forward to the CVB under this agreement.

e. "Room Tax Act" shall mean Section 66.0615 Wis. Stats., as amended during the term of this agreement.

f. "Tourism promotion and tourism development" means any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a tax under Section (1m)(a) of the Room Tax Act may be imposed, that are owned by different persons and located with a municipality in which a tax under this section is in effect:

   i. Marketing projects, including but not limited to advertising media buys, creation and efforts to recruit conventions, sporting events, programs, or motor coach groups.

   ii. Transient tourist informational services.

   iii. Tangible municipal development, including a convention center.

   iv. Room taxes shall not be used to construct or develop a lodging facility.

3. Purpose. The purpose of this Agreement is to set forth the respective responsibilities, powers, duties and obligations of the parties hereto in collecting and utilizing Room Tax Revenues generated in the Municipality under the provisions of the Room Tax Act and spent in accordance with the requirements of the Room Tax Act as stated in paragraph 2.

4. Room Tax Revenues. The City has imposed and will collect an 8% room tax on transient visitors who stay at the lodging properties within the City.

   a. The City will retain the greater of either 30% of its current year room tax revenues, effective with taxes collected and expenditures made on January 1, 2021, and going forward, Room Tax amount retained in FY 2010. The City will forward to its Room Tax Commission, any room tax revenue exceeding the amount it may retain by the Room Tax Act.

   b. The Room Tax Commission, in turn, will remit 37.5% of room tax collected to the CVB on a quarterly basis, 6.25% of which is designated for the Central Wisconsin Sports Authority to fund opportunities to host major sports tournaments, within 45 days after the end of each calendar quarter, all of which shall be used for tourism promotion and tourism development in the City as outlined by state statute. If the Sports Authority or Badger State Games dissolves under the CVB, the Commission shall not be liable for the 6.25% of the total room tax collection. It shall then only remit 31.25% of the total collected in room taxes by the municipality for general tourism promotion.

   c. The CVB shall submit an invoice to the City on a Quarterly basis. The invoice shall contain such detail by property as may be required by the city. It is expressly understood that the City or its Room Tax Commission is obligated to pay only the CVB for any expenses incurred in carrying out the terms of this agreement.

5. CVB Responsibilities. The CVB shall be responsible for the following:
   a. Executive Director Selection Committee. The CVB shall establish a selection committee that will be responsible for establishing position qualifications, selection procedures and conducting preliminary interviews for the position of Executive Director. Included on the selection committee shall be one person appointed by the Mayor of Wausau and another appointed by the Weston Village President. The CVB shall make the final hiring decision from the group of candidates referred to it by the selection committee.
   b. Annual Meeting. The CVB shall hold an annual meeting to which will be invited the CVB Board, CVB Staff, Council Members of the City of Wausau, Board Members of the Village of Weston and Town of Rib Mountain and other community leaders involved in supporting tourism. During the annual meeting, the CVB Board shall present reports on:
      i. CVB results in relation to operational goals.
      ii. Goals and plans for the upcoming year.
      iii. Financial plans and results.
      iv. Distribution of contracts with municipal partners with an explanation of changes from the prior year and the opportunity for municipal leaders to voice concerns, propose changes and/or ask to have changes to terms considered. Following the annual meeting, the City of Wausau shall have 45 days to negotiate changes, discuss the contract with a committee of jurisdiction and subject to Council approval, submit an approved contract to the CVB.
   c. Administrative Support. The CVB will be required to obtain staff, support services, and assistance in developing and implementing programs to promote tourism promotion and tourism development with the City. Any notices or documentation required to be provided to the City or its Room Tax Commission by the CVB for the funds it receives shall be forwarded to the Mayor and Chairperson of the Room Tax Commission. It is further acknowledged that, upon reasonable prior notice, the CVB will attend meetings called by the City or its Room Tax Commission to discuss issues pertaining to room tax collection and expenditures and otherwise cooperate to achieve the purposes of the room tax statute.
   d. Accounting. The CVB shall provide the City or its Room Tax Commission with an accounting of the activities and of the expenditures of the room tax revenues, on a quarterly basis, and the CVB shall have not more than thirtyy (30) days following each quarter to respond; additionally, the CVB shall provide to the City or its Room Tax Commission, a copy of its annual audit within thirty (30) days of it having been produced. The City or its Room Tax Commission shall have the right to examine such records at all reasonable times. Progress reports and reviews by the City or its Room Tax Commission may be called for at any time.

e. Financial Budget Plan. Not later than January 1st of each year, or as otherwise agreed, the CVB shall generate a written Financial Budget Plan for the year. This Plan of Business shall be made available to the City or its Room Tax Commission within sixty (60) days of the City's or Room Tax Commission's written request for the same. The parties agree that the Financial Budget Plan may be revised from time to time and, if so, the City or its Room Tax Commission will be so notified and provided a revised Financial Budget Plan. It is understood that the City or its Room Tax Commission shall have no approval rights of the Financial Budget Plan but may provide comment or recommendation to the CVB which may be implemented at the CVB's discretion.

f. Reports. The CVB agrees to prepare a separate DOR Form that is created and provided by the Department of Revenue ("DOR") for the City, on or before April 1, beginning in 2021 as provided in section (4) of the Room Tax Act, unless an extension in filing the Form to the DOR has been approved. If so, the CVB shall submit the DOR Form to the City on or before thirty (30) days before it is due to the DOR. The City and its Room Tax Commission agree to cooperate with the CVB in completing this form.

g. Compliance. The CVB agrees to comply with applicable laws pertaining to its non-profit status. However, consistent with open meetings practice and a high level of transparency, the CVB agrees to:

   i. Post its meeting agendas and meeting minutes on its website, which may include closed session as permitted by the open meetings law.

   ii. Provide the municipal clerks of participating local governments with an electronic copy of all minutes and agendas at the same time each is distributed to CVB Board Members.

   iii. Post the names and contact information of CVB Board Members on the CVB website.

   iv. Meeting agendas shall include an item at or near the end of the meeting where CVB Board Members can suggest agenda items for an upcoming meeting.

6. Acknowledgment of Compliance. The CVB acknowledges and agrees that the imposition of a total Room Tax in the amount of eight (8%) percent by the City complies with the Room Tax Act.

7. Room Tax Delinquencies. The parties agree that they shall work together toward the collection of any delinquent room tax owed to the City in the way of sharing information and the parties shall cooperate with the City to assist it in the collection of any delinquent or deficient amounts owed by any operator required to collect and remit Room Tax proceeds under City ordinance., but in no event shall the CVB nor any of its staff take any affirmative action to collect delinquent room tax owed to the City and required by law to be remitted directly to the City.

8. Events of Default. Each of the following shall be considered to be an Event of Default (only following the applicable cure period) by the CVB:

a. The failure to provide an accounting or audit hereunder after thirty (30) days written notice of CVB's failure to do so by the City or its Room Tax Commission, as applicable.
b. The failure to provide a Financial Budget Plan hereunder after thirty (30) days written notice of CVB's failure to do so by the City or its Room Tax Commission.
c. The failure to provide the DOR Form to the City hereunder, unless excused by the City or the CVB is unable to provide the form in a timely manner due to circumstances beyond its control.
d. The collection of room tax owed to the City.

9. Term. This Agreement shall remain in effect for a period of one (1) year from the effective date of this Agreement.
10. Termination.
    a. The City or its Room Tax Commission may terminate this Agreement at any time for cause, if(i) it is found that the CVB, or its agents, has committed a material breach of this Agreement, including but not limited to, the intentional misuse of the Room Tax revenues for purposes outside of which are permitted by the Room Tax Act, which material breach is not cured within thirty (30) days of the CVB's receipt of written notice from the City or its Room Tax Commission containing a sufficient description of the material breach alleged, or (ii) the CVB is no longer acting as a "tourism entity" as defined in the Room Tax Act.
    b. The City or its Room Tax Commission may terminate this Agreement upon thirty (30) days' written notice, without cause, prior to the beginning of each calendar quarter. The City and Room Tax Commission will remain liable for room tax owed during the quarter that notice is given.
    c. In the event of termination, the funds in the Room Tax Account shall be the property of the City or its Room Tax Commission. All other funds in the possession of the CVB shall remain the property of CVB. However, the City shall make no further remittances to the CVB under this Agreement.
    d. Following termination, the City or its Room Tax Commission shall have no further obligation to the CVB. However, the obligations of CVB to provide an accounting or audit as described in paragraph (6)(b) and a report as described in paragraph (6)(d), shall survive termination of this Agreement.
11. Indemnification and Hold Harmless. The CVB shall indemnify, save and hold harmless the City and all its officers, agents, employees and Room Tax Commission from any and all claims, demands, action, or causes of actions of whatever nature and character, arising out of or by reason of the execution or performance of work or services provided herein, except upon the sole negligence or willful misconduct of the City or its Room Tax Commission and further agree to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising hereunder.
12. Modification. This Agreement shall not be modified without an express written agreement executed by the parties.

13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.
14. Governing Law. This Agreement has been drawn and executed and shall be performed in the State of Wisconsin and shall be governed by the laws of the State of Wisconsin.
15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
16. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
17. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, not contained herein.
18. Authority. In signing this Agreement, the parties represent and warrant that the terms herein have been approved by their respective governing bodies and that appropriate authority rests in the signatories on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, comprising 17 paragraphs, as of the date first above written.

CITY OF WAUSAU

By:_______________________________________
Katie Rosenberg Mayor

Countersigned:_____________________________
Leslie Kremer, Clerk

CITY OF WAUSAU ROOM TAX COMMISSION

By:_______________________________________
Tom Weaver, Chair

Attest:____________________________________
Tim Van De Yacht, Secretary

Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

By:_________________________________

_____________________________ , Executive Director

Attest:_______________________________

Jodi Maguire, Secretary

Recommendation for the renewal of the Enterprise vehicle lease contract

Issue:

Over the past 5 years The City of Wausau has had a contract to lease a number of vehicles through Enterprise Fleet Management. This lease program has helped to provide The City with several vehicles for Public Works, Police Dept., Fire Dept. and Water and Sewer Depts. The lease of these vehicles has significantly reduced the workload of DPW mechanic staff, and resulted in significant maintenance cost savings over the past 5 years.

Facts and Considerations:

Before The City leased a portion of the fleet of light duty vehicles, the fleet average age was close to 10 years old. We needed to replace a large portion of those vehicles because the vehicle costs were rising and the capital budget was not increasing in proportion to the demand. The City approved the lease contract for 5 years to allow for most of these vehicles to be replaced within that timeframe.

Currently The City leases 50 vehicles under the Enterprise contract. The proposal for the next 5 years will be to lease a total of 60 vehicles to allow for the increasing demand for more of this type of vehicle which are driven on a daily basis and requiring some minor upfit items such as warning lights, radios, sirens or other related equipment for storage and function.

Overall the DPW shop has seen considerable savings through not having to spend time working on these vehicles, and given the ability to focus more attention on the rest of the fleet. With the current circumstance of not having much success in finding qualified mechanics, it is more critical than ever before to continue to lease these vehicles so we can continue the partnerships we have created with some of the local businesses to help us maintain these vehicles, and others.

Financial Impact:

The current budget for vehicle lease is right around $236,000. This includes all maintenance and upfitting costs for these vehicles. The proposed budget for the next 5 years is $295,553 each year. $28,746 will be used for water and sewer dept. vehicles which can be budgeted out of those depts. This averages out to $4925 per vehicle per year including all costs involved. The total over 5 years will be $1,477,765. If the City were to purchase these same units, the cost would be approximately $1,920,000.

Some money was spent on upfitting of these vehicles over the past 5 years, but these costs have recently been absorbed by Enterprise or the costs added into the lease because of the increased overall savings by turning some vehicles earlier than first anticipated. The original lease terms for pickup trucks were 5 years, but with Enterprises staff keeping up with current market they were able to capture a higher residual cost for those vehicles while at the same time providing us with newer more cost efficient vehicles.

Enterprise staff also monitored some of the costs we were putting into the vehicles we owned and came up with a comparison chart which reflects the cost savings the City has seen over the past 4 years. With the purchase and maintenance budget that was available in 2016 to 2020, they captured those costs along with the real life expenses that we saw, and found that by leasing, we saved over $400,000 on the totals over the 4 years. The chart shows an increase in cost for the lease vehicles mostly because of the increased number of leased vehicles.

Overall cost of leasing over the 5 year period would be about $1,477,765 vs. the cost of purchasing these same vehicles over that time would be about $1,920,000. The lease cost is a fixed cost that includes all maintenance and upfitting. The purchase cost does not include any maintenance or upfitting. Those costs would be extra and we would have to figure out a way to maintain them in house, or contract with a local vendor, similar to what we do now, only the City would absorb all of the costs involved. Also when an Enterprise vehicle is returned, they take care of the sale of the vehicle and either rollover the captured sale price of the vehicle back into the lease program or return the funds to The City into a revenue account. It has been found to be more effective to rollover the equity into the lease to try to reduce the overall cost of the program. With this strategy, Enterprise has been able to predict a relatively flat budget amount over the next 5 year period making this portion of the fleet much more cost efficient overall.

Recommendation:

I am recommending the renewal of the Enterprise lease contract for a total of $295,553 each year for next 5 years. This will allow us to lease 60 vehicles over that time and replace with new vehicles at a maximum of 5 years. This will allow us to maximize the value of each vehicle and exercise the strategy of “buy low and sell high” while providing our employees that drive these vehicles with newer, more efficient, maintenance friendly vehicles.

This contract will be renewed using Sourcewell contract #060618-EFM

Lease vs Purchase vehicle costs over 5 years

		Average purchase cost of $30,000 per vehicle, some vehicles are less and some are more. This is a conservative cost estimate based on the diverse fleet profile	**Purchase 60 vehicles**	**$1,800,000**
		This figure comes from the maintenance history of 13 current vehicles owned by The City	owned vehicle maint.	**$26,787**
			current owned vehicles	**13**
		Typical maintenance on the owned vehicles we have (13 LD) averaged 10.4 repairs per vehicle in 2020 calendar year.	Average per vehicle maint cost	**$2,060**
		This was if we purchased these 60 vehicles and maintained	Average annual maintenance costs	**$123,600**
		This is an average of $1800 per vehicle upfit costs	Average upfit costs	**$23,400**
		This is considering most vehicles would be 8-10 years old before retiring them. This captures an average of 2000 per vehicle	Average residual value from sale	**-$120,000**
			Purchase total for 5 years	**$1,827,000**
*This figure was taken from the current Enterprise fleet management site which is used to monitor costs. This is an average of all vehicles divided by the total lease cost	Average lease cost for the entire fleet is $24,630 per vehicle, this figure is taken directly from the Enterprise website that is currently used.	average cost of $4925 per vehicle or $24,625 each	**Lease 60 vehicles**	**$1,477,765**
			Current leased vehicles	**50**
			Average per vehicle maint cost	**300**
	Regular maintenance is included in the lease cost, this figure was from some unscheduled repairs or expenses like wear items, tires, or brakes which is not covered under the lease.	Typical maintenance on the leased vehicles (currently 50 vehicles) averaged 3.6 repairs per vehicles in 2020	Average annual maintenance costs	**$15,000**
		Upfit cost is now included in the cost of lease. We paid for upfitting but this cost will be absorbed in the lease of the vehicle	Average annual upfit costs	**$24,000**
		This is factoring an average of $2833 per vehicle resale value. The oldest vehicles would be no more than 5 years old so this is a very conservative estimate.	Average residual value from sale	**-$170,000**
			Lease total for 5 years	**$1,346,765**
** This is not factoring fuel costs which would be additional since newer vehicles are becoming more fuel efficient	It is also impressive and worth noting that we saved this amount of money while the annual miles almost tripled from 118,000 to 328,000.			
			Cost savings from lease	**$480,235**

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. 8-27-18

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
78144D620E684E3...
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
3F79ED2BA347448...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Enterprise Fleet Management, Inc. 8-27-18

Authorized Signatory's Title Assistant Vice President

VENDOR AUTHORIZED SIGNATURE

Alan Griesig
(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM

TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: JUNE 10, 2021
RE: MOTOR POOL REPLACEMENT AND RESERVES

At the January 26, 2021 the Finance Committee received an update on the declining financial condition of the Motor Pool Fund. The most significant cause of the decline is that charges to the department budgets have not recovered operating and replacement costs of the fleet.

Fire joined the Motor Pool in 2015. While the fund has replaced ambulance and emergency vehicles it was recently used to fund two engines totaling $1,189,187. The Finance and Common Council also authorized the purchase of a $1,000,000 ladder truck with delivery in 2022. These purchases represent significant and unsustainable draws on the fund. The Council authorized adding $1,000,000 to our 2021A Promissory Note for Fire Apparatus to help minimize the financial impact.

During committee discussions regarding the 2021A Promissory Note; I proposed using the debt proceeds to reimburse ourselves for the two engines received late April of 2021. This is legally possible since Council has provided me with the authority to manage the debt reimbursement resolution process and I completed the necessary paperwork within the required timeframe. The reimbursement provides several advantages to the City:

- If United States adopts the Infrastructure and Economic Recovery Plan related to COVID the City may be able to apply and receive grant funds for the ladder truck.
- The Motor Pool fund financial draws are deferred until 2022 thereby increasing interest income and providing additional time to plan.

I am seeking formal approval from the Committee to use the 2021A Promissory Note proceeds to reimburse $1,000,000 for the purchase of the two engines received in April 26, 2021.

In addition, the sale of the westside fire station closing was Thursday June 10th. I am recommending the net proceeds of $140,850 be placed in the Motor Pool Fund to help defray the impact of the fire apparatus purchases.

MOTOR POOL 2020 FINANCIAL PREVIEW

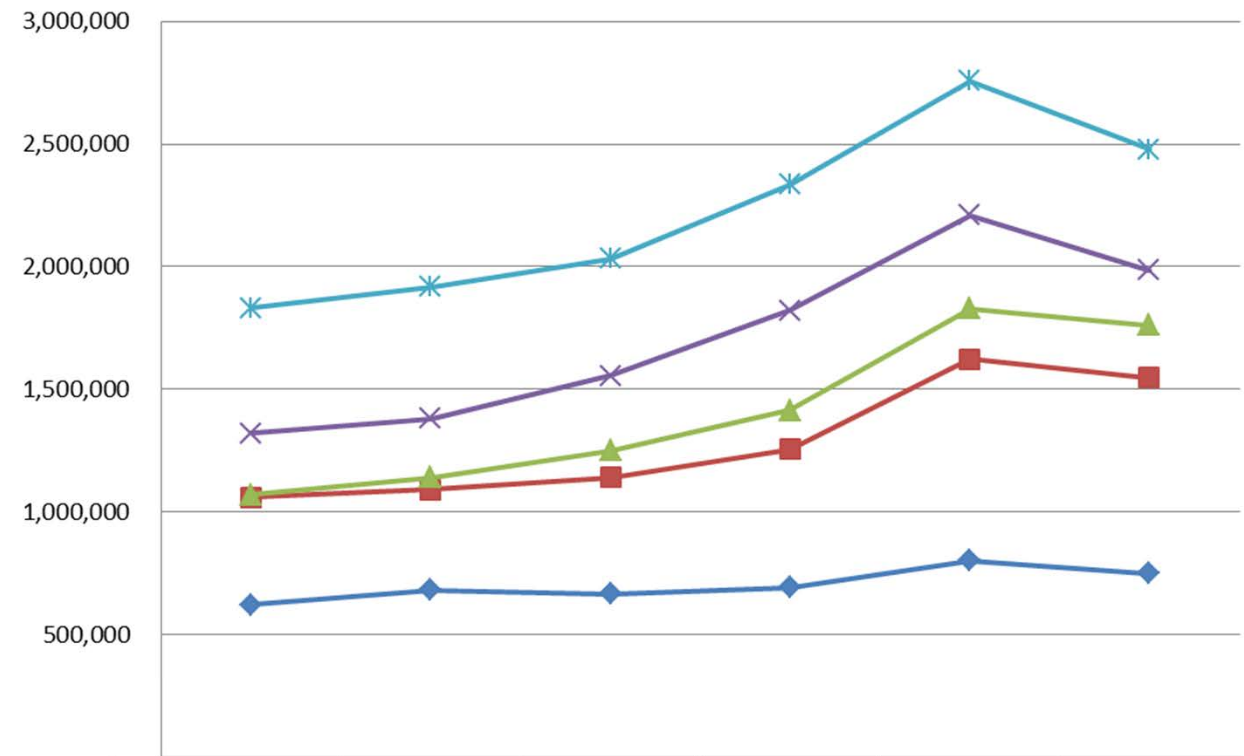
FINANCIAL PREMISE

- DEPARTMENTS PAY VEHICLE RENT/USAGE FEES TO THE MOTOR POOL FUND
- MOTOR POOL FUND FINANCES MAINTENANCE OF FLEET AND REPLACEMENT OF FLEET WITH THE RENT REVENUE RECEIVED
- IDEALLY CAPITAL PURCHASES ARE MANAGED TO ELIMINATE LARGE CASH DRAWS
- POLICE JOINED - 2009 : FIRE - 2015

MOTOR POOL STUDY UNDERWAY

- RECOMMEND DEPARTMENTAL RENTAL RATES
- REVIEW AND PROVIDE RECOMMENDATIONS:
    - VEHICLE LEASE PROGRAM
    - MAINTENANCE PROGRAM
    - STAFFING LEVELS
    - FACILITY NEEDS
    - RIGHT SIZE THE FLEET
    - VEHICLE REPLACEMENT POLICY (YEARS/MILEAGE)

OPERATING EXPENSES IN REVIEW



	2015	2016	2017	2018	2019	2020
OTHER SUPPLIES, SERVICES, CHGS	510,759	537,318	477,072	511,749	549,965	493,510
FUEL	252,263	239,141	306,779	408,888	380,039	224,289
VEHICLE LEASING	10,505	49,591	109,588	158,807	204,929	211,976
MAINTENANCE SERVICE AND PARTS	438,339	410,477	474,526	561,189	822,960	797,867
PERSONAL SERVICE	620,295	681,043	664,924	692,952	800,270	750,223

OPERATING REVENUES IN REVIEW

	2015	2016	2017	2018	2019	2020
FIRE DEPT RENTS	$232,383	$281,748	$335,992	$280,132	$300,463	$298,595
POLICE DEPT RENTS	477,435	474,080	498,740	525,881	517,463	506,740
OTHER DEPT RENTS AND FEES	2,277,896	2,655,887	2,815,776	2,800,462	3,294,410	2,747,000
OTHER REVENUES	93,058	138,413	268,844	185,659	157,815	153,007
TOTAL REVENUES	$3,080,772	$3,550,128	$3,919,352	$3,792,134	$4,270,151	$3,705,342

2020 CAPITAL PURCHASES

- 12 POLICE SQUADS $534,000
- AMBULANCE $224,000
- FIRE PLOW TRUCK $53,000
- AIRPORT SNOW LOADER $143,000
- DPW - TRUCKS, DOZER, PAVER, PLOWS, MISC

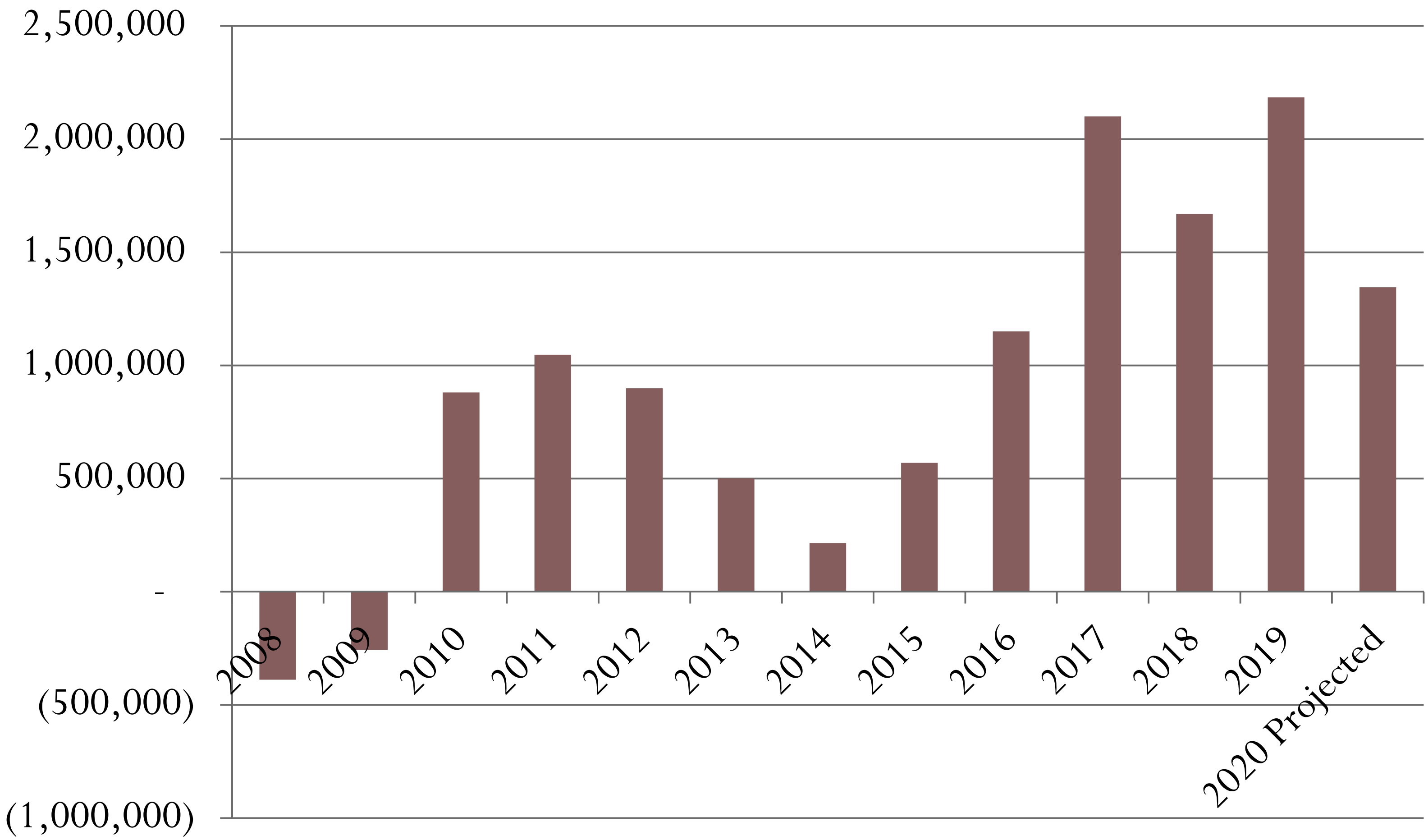
  $1,336,000

OPERATIONS AND CAPITAL REVIEW

RENTS LESS EXPENSES

YEAR	CASH FROM OPERATIONS	CAPITAL COSTS	NET
2020 PROJECTED	$1,230,000	$2,030,000	($800,000)
2019	$1,727,813	$1,238,799	$489,014
2018	$1,280,964	$1,685,205	($404,241)
2017	$1,786,548	$690,358	$1,096,190
2016	$1,616,182	$1,152,526	$463,656
2015	$1,254,829	$835,145	$419,684
2014	$1,019,696	$1,348,209	($328,513)
2013	$948,249	$1,267,263	($319,014)
2012	$857,401	$991,576	($134,175)

HISTORIC RESERVE REVIEW



2021 PROJECTION

ACCUMULATED RESERVES 12/31/2019 (AUDITED)	$2,184,715
2020 PROJECTED NET RESULTS (CASH FROM OPERATIONS LESS CAPITAL PURCHASES)	($838,986)
2021 CASH FROM OPERATIONS	$1,300,000
AVAILABLE	**$2,645,729**

2021 CAPITAL PURCHASES	
COMMITTED PURCHASES (ALREADY ORDERED)	$2,172,158
UNCOMMITTED EXPECTED BUDGETED PURCHASES	$935,320
REQUIRED	**$3,107,478**
PROJECTED RESERVE 12/31/2021	**($461,749)**

2021 CAPITAL PURCHASES

- 2 FIRE TRUCKS $1,190,286
- POLICE (OUTFITTING CARS) $128,984
- DPW –TRUCKS, PLOW, LIFT $1,788,208

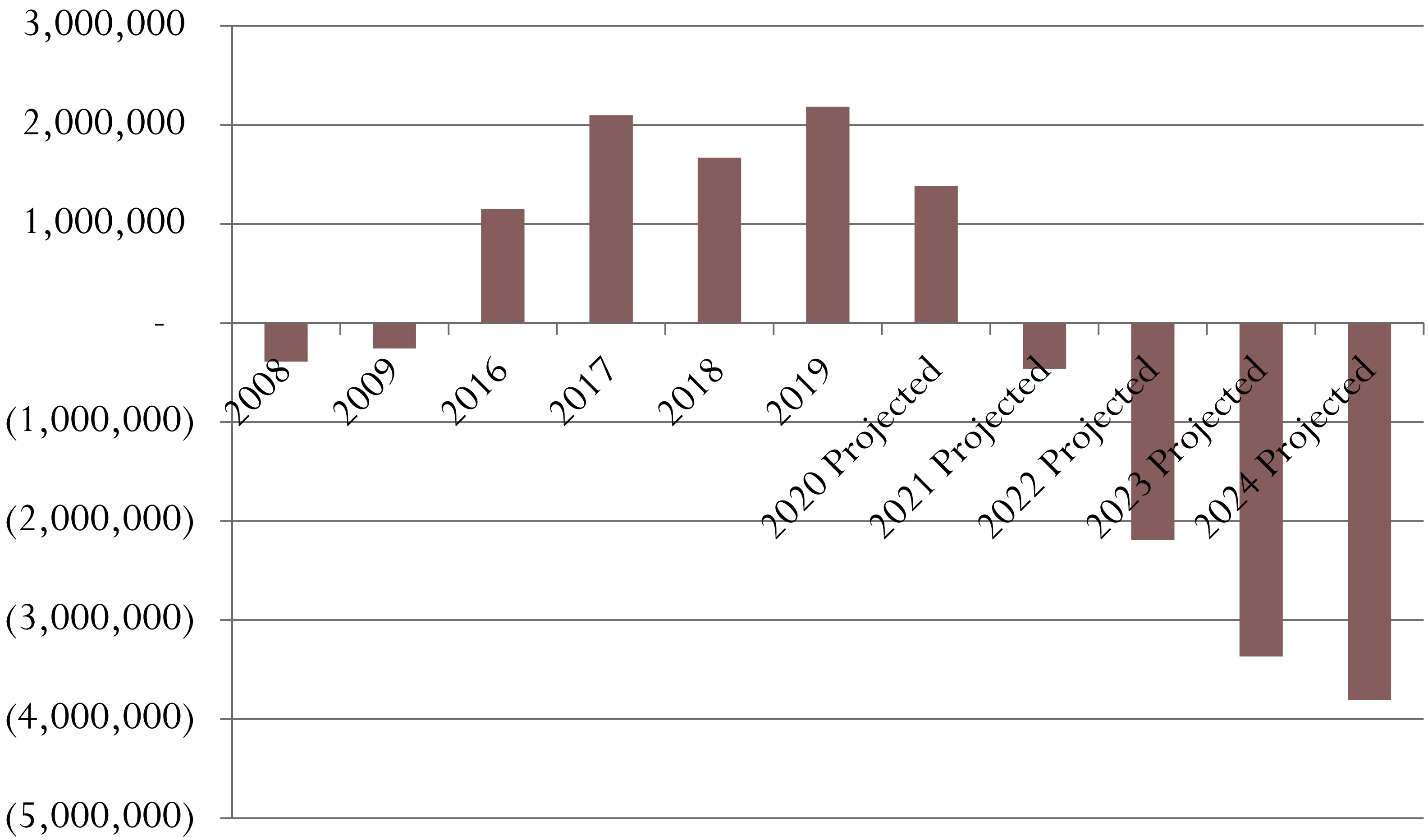
FUTURE CAPITAL PURCHASES

	2022	2023	2024
PUBLIC WORKS	$1,840,000	$1,838,000	$1,512,000
FIRE	$1,020,000*	$462,000	$162,000
POLICE	$169,000	$177,000	$167,000
TOTAL	$3,029,000	$2,477,000	$1,841,000

*FIRE

- 2022 AERIAL TRUCK (1985 replacement)

RESERVE IMPACT



BRIDGING THE FUTURE FINANCIAL GAP

- DEFER PURCHASES
- 2020 SURPLUS TRANSFER FROM GENERAL FUND
- BORROW FOR FIRE TRUCKS – 20-30 YEAR OWNERSHIP VERSUS 10 YEAR DEBT.

HOW THE STUDY WILL HELP

- DEVELOP A STANDARD REPLACEMENT POLICY THAT IDENTIFIES THE OPTIMAL BLANCE BETWEEN OWNERSHIP COST VERSUS MAINTENANCE COST
- RECOMMEND USER RATES TO PROVIDE ADEQUATE RESOURCES FOR REPLACEMENT AND MAINTENANCE
- LEASE VERSUS OWN RECOMMENDATIONS
- RECOMMEND CAPITAL FUNDING POLICY CASH VERSUS DEBT
- RECOMMEND INHOUSE VERSUS OUTSOURCE MAINTENANCE FOR COST EFFECTIVENESS

CITY OF WAUSAU 2021 BUDGET
GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
March 31, 2021
NARRATIVE

REVENUES

General Fund revenues for the month ending March 31, 2021 were $22.3 million. This amount is an increase of $618,000, or 3.0%, above actual revenues for the same period last year. However, the increase is entirely due to an increase in tax revenues collected in 2021 and the timing of the City's Municipal Service Aids payment from the state.

When compared to March of 2020, the final "normal" month before the full economic impact of COVID19, all other General Fund revenue collections are lagging behind last year. This includes: court fines and penalty collections (due to fewer citations issued), public charges for services (due to limited snowfall in 2021 and reduced park services), ambulance services (due to fewer service calls) and license and permit revenues and rents (due to reduced demand and economic hardship). In particular, interest earnings on general investments are well below last year. As a result of accounting adjustments of investments to market value, the City's current earnings on investment are negative.

As the spring turns into summer, with increased vaccine availability and warmer weather, we fully expect business to resume operations and the City to expand services offered. We will continue to monitor the financial markets and keep a close eye on the City's investments.

Total General Fund revenues are at 61.4% of the annual estimate for Budget Year 2021.

EXPENSES

As of March 31, 2021, of total General Fund expenditures are $7.8 million, which is a decrease of approximately $276,000 (-3.0%) from the same period last year. The majority of the budget savings are in the Public Works Department. Compared to March of 2020, 2021 Public Works expenses are down $412,500 due to the mild spring weather. However, these savings could be offset by heavy winter weather in the 4th quarter.

At 25% of the way through the year, 2021 expenditures across the departments are consistent with budget estimates (General Government 23%, Public Safety 22%, Garbage 25%, and Parks and Recreation Departments 18%). Expenditures are at acceptable levels; there are no known areas of concern or expectations to exceed 2021 budget.

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended March 31, 2021

	2021 Budget		YTD	Variance with	YTD 2020
	Original	Final	Actual	Final Budget	(Preliminary)
TAXES					
General property taxes	$ 20,185,188	$ 20,185,188	$ 20,185,188	$ -	$ 18,863,394
Mobile home parking fees	28,000	28,000	14,907	(13,093)	14,308
Payments in lieu of taxes	100,000	100,000	(36)	(100,036)	400
Other taxes	70,500	70,500	22,368	(48,132)	14,937
Total Taxes	20,383,688	20,383,688	20,222,428	(161,260)	18,893,039
INTERGOVERNMENTAL AID					
State shared taxes	4,670,363	4,670,363	-	(4,670,363)	-
Expenditure restraint	907,126	907,126	-	(907,126)	-
Fire insurance tax	135,000	135,000	-	(135,000)	-
Municipal services	161,404	161,404	222,838	61,434	-
Transportation aids	3,061,498	3,061,498	764,450	(2,297,048)	745,269
Other grants	223,316	223,316	2,627	(220,689)	165,729
Total Intergovernmental	9,158,707	9,158,707	989,915	(8,168,792)	910,999
LICENSES AND PERMITS					
Licenses	161,720	161,720	21,138	(140,582)	12,367
Franchise fees	335,000	335,000	-	(335,000)	-
Permits	275,317	275,317	69,092	(206,225)	151,753
Total Licenses and Permits	772,037	772,037	90,230	(681,807)	164,120
FINES, FORFEITURES, AND PENALTIES	306,030	306,030	51,845	(254,185)	99,454
PUBLIC CHARGES FOR SERVICES					
General government	88,630	88,630	20,532	(68,098)	25,810
Public safety	1,837,746	1,837,746	270,057	(1,567,689)	324,963
Streets and related facilities	140,200	140,200	10,344	(129,856)	34,396
Recreation	180,800	180,800	47,445	(133,356)	31,820
Public areas	139,560	139,560	6,302	(133,258)	6,478
Total Public Charges for Services	2,386,936	2,386,936	354,680	(2,032,256)	423,467
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,350	11,350	-	(11,350)	-
County and other municipalities	88,348	88,348	47,742	(40,606)	45,831
City departments	763,500	763,500	60,061	(703,439)	73,323
Total Intergovernmental Charges for Services	863,198	863,198	107,803	(755,395)	119,154

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL (Continued)
Period Ended March 31, 2021

	Budgeted Amounts			Variance with	2020
	Original	Final	Actual	Final Budget	YTD (Preliminary)
COMMERCIAL					
Interest on general investments	$ 400,000	$ 400,000	$ (48,972)	$ (448,972)	$ 515,735
Interest on special assessments	-	-	2	2	30
Other interest	7,000	7,000	44,030	37,030	40,242
Total Commercial	407,000	407,000	(4,939)	(411,939)	556,007
MISCELLANEOUS REVENUES					
Rent of land and buildings	128,000	128,000	33,267	(94,733)	73,833
Sale of City property/loss compensation	18,200	18,200	13,643	(4,557)	1,277
Other miscellaneous revenues	31,805	31,805	2,876	(28,929)	7,678
Total Miscellaneous Revenues	178,005	178,005	49,786	(128,219)	82,788
OTHER FINANCING SOURCES					
Transfers in	1,861,355	1,861,355	437,165	(1,424,190)	431,915
TOTAL REVENUES AND OTHER FINANCING SOURCES	$ 36,316,956	$ 36,316,956	$ 22,298,912	$ (14,018,044)	$ 21,680,942

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
Period Ended March 31, 2021

	2021 Budget		YTD	Variance with	YTD 2020
	Original	Final	Actual	Final Budget	(Preliminary)
GENERAL GOVERNMENT					
City Council	$ 90,004	$ 90,004	$ 16,614	$ 73,390	$ 17,681
Mayor	179,360	179,360	40,605	138,755	45,860
City Promotion	101,500	101,500	19,231	82,269	21,098
Finance department	538,546	538,546	115,280	423,266	129,903
Data processing	886,694	886,694	233,500	653,194	146,459
City clerk/customer service	434,124	434,124	94,095	340,029	107,835
Elections	70,498	70,498	32,439	38,059	44,321
Assessor	583,842	583,842	112,580	471,262	119,640
City attorney	614,367	614,367	143,034	471,332	159,480
Municipal court	152,989	152,989	32,621	120,369	31,029
Human resources	391,890	391,890	73,791	318,099	80,306
City hall and other municipal buildings	304,881	304,881	109,096	195,785	78,024
Unclassified	30,000	80,000	(9,301)	89,301	64,160
Total General Government	4,378,695	4,428,695	1,013,584	3,415,111	1,045,796
PUBLIC SAFETY					
Police department	10,446,198	10,446,198	2,301,600	8,144,598	2,358,488
Fire department	4,585,931	4,585,931	974,402	3,611,529	1,007,423
Ambulance	3,473,444	3,473,444	783,107	2,690,337	757,746
Emergency government (COVID-19)	10,000	10,000	1,940	8,060	-
Inspections	911,238	911,238	214,796	696,442	217,896
Total Public Safety	19,426,812	19,426,812	4,275,846	15,150,966	4,341,554
TRANSPORTATION AND STREETS					
Engineering	1,405,888	1,405,888	324,947	1,080,941	310,663
Department of public works	7,100,517	7,100,517	1,406,662	5,693,855	1,819,223
Total Transportation and Streets	8,506,405	8,506,405	1,731,609	6,774,796	2,129,886
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	945,000	945,000	236,252	708,748	231,053
NATURAL RESOURCES/RECREATION					
Parks and recreation	3,108,683	3,108,683	562,689	2,545,994	347,966
OTHER FINANCING USES					
Transfers out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER FINANCING USES	$ 36,365,594	$ 36,415,594	$ 7,819,979	$ 28,595,615	$ 8,096,255

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended March 31, 2021

BUDGET REVENUES RECONCILIATION

2021 ADOPTED BUDGET	$ 36,316,956
Write off Uncollectible Delinquent Personal Property Tax Accounts	$ (5,973)
2021 MODIFIED BUDGET	$ 36,310,983

BUDGET EXPENDITURES RECONCILIATION

2021 ADOPTED BUDGET	$ 36,365,594
Finance - Priority Based Budgeting Software	50,000
2021 MODIFIED BUDGET	$ 36,415,594

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving contract for Regional Hazardous Materials Response Team Services with the State of Wisconsin

Committee Action:	Pending
Fiscal Impact:	$104,347.74 annually
File Number: 95-0817	**Date Introduced:** June 15, 2021

	FISCAL IMPACT SUMMARY		
COSTS	*Budget Neutral*	Yes ☒ No ☐	
	Included in Budget:	Yes ☒ No ☐	*Budget Source: HazMat Fund*
	One-time Costs:	Yes ☐ No ☒	*Amount:*
	Recurring Costs:	Yes ☒ No ☐	*Amount:$104,347.74*
SOURCE	*Fee Financed:*	Yes ☒ No ☐	*Amount: $104,347.74*
	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 State of Wisconsin has proposed to renew the existing Regional Hazardous Materials Response Team Services contract with the City of Wausau which expires June 30, 2021 for an additional two (2) years on like terms; and

WHEREAS, your Finance Committee, at their June 15, 2021 meeting, recommended approval of the contract renewal.

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 renewal of the existing contract for Regional Hazardous Materials Response Team Services for July 1, 2021 through June 30, 2023, a copy of which is attached hereto and incorporated herein by reference.

Approved:

____

Katie Rosenberg, Mayor

CONTRACT FOR
WISCONSIN HAZARDOUS MATERIALS
RESPONSE SYSTEM SERVICES

JULY 1, 2021 THROUGH JUNE 30, 2023

Between

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
And
CITY OF APPLETON, WISCONSIN
CITY OF OSHKOSH, WISCONSIN
CITY OF GREEN BAY, WISCONSIN
CITY OF WAUSAU, WISCONSIN
ONEIDA COUNTY, WISCONSIN
CITY OF MARINETTE, WISCONSIN
WAUPACA COUNTY, WISCONSIN
CITY OF MARSHFIELD, WISCONSIN
CITY OF WISCONSIN RAPIDS, WISCONSIN
ALSO COLLECTIVELY REFERRED TO AS THE

NORTHEAST WISCONSIN HAZARDOUS MATERIALS TASKFORCE

CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

1.0 General Contract Information

1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") on the one hand and the City of Appleton, the City of Oshkosh, the City of Green Bay, the City of Wausau, Oneida County, City of Marinette, Waupaca County, the City of Marshfield, and the City of Wisconsin Rapids, Wisconsin also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce (hereinafter "Contractor") on the other for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in §323.70 of the Wisconsin Statutes and as further amended (“the Agreement”).

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town a hazardous materials response system.

WHEREAS, the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary or other responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a hazardous materials incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Wis. Stat. §§292.11 and 323.60(4)

1.3 **Contract Term:** This Agreement shall continue for two years commencing July 1, 2021 through June 30, 2023.

1.4 **Quarterly Basis:** Certain actions are to be taken on a quarterly basis. For the purposes of this Agreement, the quarters are as follows:

First quarter:	July 1 through September 30
Second quarter:	October 1 through December 31
Third quarter:	January 1 through March 31
Fourth quarter:	April 1 through June 30

2.0 Definitions: The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

Exhibit A	Standard Terms and Conditions (Request for Bids/Proposals) DOA-3054 Form
Exhibit B	Northeast Wisconsin Hazardous Materials Taskforce Budget
Exhibit C	Map of Wisconsin Hazardous Materials Response System
Exhibit D	Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.
Department means the State of Wisconsin Department of Military Affairs.
Division means the Division of Emergency Management.
Contractor means the City of Appleton, the City of Oshkosh, the City of Green Bay, the City of Wausau, Oneida County, City of Marinette, Waupaca County, the City of Marshfield, and the City of Wisconsin Rapids, Wisconsin, also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce by which hazardous materials response service or services to Level A releases will be performed under this Agreement. Under Wis. Stat. §323.70(2), the Division may only contract with a local agency.
Emergency means a situation which presents an imminent risk to public health, safety and/or the environment.
Hazardous Materials Response System Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.
Incident means any actual or imminent threat of release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.
Level A Release means a release that meets the specifications under §323.02(11) of the Wisconsin Statutes.
Level B Release means a release that meets the specifications under §323.02(12) of the Wisconsin Statutes.
Local Agency means an agency of a county, city, village, or town, including a municipal fire department.
Responsible Party means any person, as defined in Wis. Stat. § 299.01 (10) or 42 USC § 9607(a), who is responsible for the emergency involving a release or potential release of a hazardous substance under Wis. Stat. §§ 323.70 (4) or 323.71 (4), or a person who is found to have abandoned containers, as defined under Wis. Stat. § 292.41 (1), Stats. that are releasing or discharging a hazardous substance to which a response team was called to respond.
Type I Hazardous Materials Team includes all Type II and Type III Level A release

response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response capabilities plus the analysis of unknown substances and the capability to make entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered hazardous materials response Taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

3.0 Statement of Work

3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally defined and handled by the authority having jurisdiction.

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, ensure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but

Contractor shall respond to the best of its abilities, subject to the terms of this Agreement.

3.2 **Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. A Contractor that has previously been providing services under a regional hazardous materials response system agreement with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1 certification.

3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, except as follows. Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements within 30 days after this Agreement is fully executed and annually thereafter.

3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual aid agreements, or other contracts under local authority.

3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8 herein. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then, if notice has been provided to the Division, the Contractor may decline a request for hazardous material response system services.

3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out Procedure" that will be mutually approved by the parties to this Agreement.

3.9 **Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.

3.10 **Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall update, on an annual basis, the Standardized Equipment that provides a current inventory of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements The Contractor will input equipment inventory on the Division's secure Wisconsin Fire Bridge (ImageTrend Rescue Bridge) website located at www.wifirebridge.com or equivalent. The annual Equipment Inventory shall be updated after January 1, or when new equipment is added during the calendar year. Failure to submit timely Equipment Inventory may result in the withholding of quarterly Annual Allocation payments provided for under this Agreement.

3.11 **Operating Expenditure Reports**: In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a quarterly basis, with an Operating Expenditure Report that provides a current listing of its hazardous materials team operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure WebEOC website located at wi.webeocasp.com, or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement until such report is received.

3.12 **Hazardous Materials Incident Reporting:** To prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect accurate, actual, and standardized hazardous materials assist and response data. Further, Contractor shall report all hazardous materials incidents (local/county or State) in the ImageTrend/WI Fire Bridge website (http://www.wifirebridge.com), or equivalent. The Hazardous Materials Incident Report shall be completed and submitted no later than five (5) business days after the end of the incident. Failure to submit timely Hazardous Materials Incident Reports may result in the withholding of quarterly payments under this Agreement until the report is submitted.

3.13 **Wisconsin Hazardous Material Response System Member Rosters:** Under Subsection 4.11 herein, members of the Wisconsin Hazardous Materials Response System are considered state employees for Worker's Compensation purposes. It is paramount that the Division has a current listing of all members in order to ensure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely Member Rosters may result in the withholding of quarterly payments under this Agreement.

4.0 Contractor Annual Allocation, Reimbursement, and Grants

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities provided by designated Contractor and (2) Team Response Costs. Each of these is discussed below.

4.1 **Annual Allocation and Quarterly Payments:** As provided under §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually, commencing 7/1/2021 and for State Fiscal Years 2021/2022 through 2022/2023, under this Agreement for its approved Annual Allocation as described in "Exhibit B", attached hereto and incorporated by reference. The payments shall be made to Contractor on a quarterly basis, with the first payment to be made at the end of the first quarter, if all required quarterly reports have been submitted for the quarter at issue and if the Agreement has not been terminated or cancelled as of the beginning of the quarter at issue, in which case no further payments will be made to Contractor for the Annual Allocation. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to cover direct and indirect costs necessary to ensure the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under §20.465(3)(dd) of the Wisconsin Statutes.

4.2 **Annual Allocation Expenditures:** Funds allocated under Subsection 4.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, funds allocated under Subsection 4.1 of this Agreement <u>shall not</u> be used by the local agency to supplement, offset, replace, decrease or release any budgetary obligations for other municipal departments not directly connected to this Agreement.

4.3 **Team Response Costs and Reimbursement:**

4.3.1 Pursuant to §323.70(3) of the Wisconsin Statutes and as set forth in this Section 4, Contractor shall be reimbursed for reasonable and necessary team response costs and expenses incurred in performing services under this Agreement.

Team response costs may include, but are not limited to:

(1) <u>Reimbursement for use of Vehicle(s) and Apparatus:</u> Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

(2) <u>Personnel Expenses:</u> Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

a) For full-time fire departments, at the actual cost of personnel expenses.

b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death and duty disability retirement benefits.

(3) <u>Emergency Expenses:</u> Contractor's necessary and reasonable

emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

4.3.2 Reimbursement by the Division of reimbursable response costs shall be limited to amounts collected by the Division from Responsible Parties and an amount appropriated under Wis. Stat. § 20.465(3)(dr). Reimbursement is available under §20.465(3)(dr) only if Contractor has made a good faith effort to identify the Responsible Party and the Responsible Party cannot be identified, or, if identified, Contractor has received reimbursement from the Responsible Party to the extent financially able or has determined that the Responsible Party does not have adequate money or other resources to reimburse the regional emergency response team.

4.3.3 If a Contractor does not elect to collect team response costs expenses directly from the Responsible Party(ies) and/or seek reimbursement for local agency response pursuant to §323.71 of the Wisconsin Statutes, the Division shall bill, pursuant to subsection 4.8, Billing System for Division Reimbursement of Team Response Costs, all known Responsible Party(ies).

4.3.4 To seek Division reimbursement from the emergency response supplement created under Wis. Stat. §20.465(3)(dr), Contractor must comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s) as well as the billing system requirements provided under Subsection 4.8 herein.

4.4 **Training Costs:** In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grants" and will be available to Contractor based upon established criteria. The Division makes no representations that funding will be available to all parties.

4.5 **Standard Equipment Purchases and Cache:** It is the intent of the Division to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting an "E-Grants" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

It is the intent of the Division to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

4.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2021-2023 budget a sum to cover the Annual Allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the Annual Allocation. The minimum contract Annual Allocation does not, however, include Contractor's team response costs as specified in Subsection 4.3 of this Agreement.

4.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations of the Division funds under §323.70(3), the amounts appropriated under §20.465(3)(dr) and subject to further payment as set forth above.

4.8 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an estimate of team response costs to the Division within ten (10) working days of last day of the response. If the Contractor seeks Division reimbursement under §323.70(3), or from the emergency response supplement created under Wis. Stat. §20.465(3)(dr), Contractor shall file a Notice of Intent with the Division for response costs within thirty (30) days of the last day of the response. The Division will not bill Responsible Parties or reimburse Contractor from the emergency response supplement created under §20.465(3)(dr), unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill Responsible Parties for team response costs and may bill for the total emergency response costs, which may include administrative costs.

If the Contractor does not bill the Responsible Party(ies) itself, the Division shall bill identified Responsible Party(ies) within thirty (30) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the Responsible Party(ies) before payment is made to the Contractor. Thereafter, if the Division successfully recovers payment from the Responsible Party(ies), it shall first be used to pay the Contractor's team response costs, if these have not been paid in their entirety, and then applied to the Division's administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the Responsible Party(ies), then the Contractor shall not be required to reimburse the Division for payments previously made.

Where there is no identifiable Responsible Party, or if the Responsible Party is unable to pay, the Division agrees to reimburse the Contractor's team response costs from the emergency response supplement created under Wis. Stat § 20.465(3)(dr) to the extent available, within thirty (30) days from the date that the Division determines either that there is no identifiable Responsible Party or the Responsible Party is unable to pay, but only if the Division has received an invoice for the costs and complete documentation by that time. If the Division has not received an invoice and complete documentation by that time, then the Division will reimburse Contractor as provided above within 30 days of receiving the invoice and complete documentation. Contractor's claim for reimbursement from the emergency response supplement created under Wis. Stat. § 20.465(3)(dr) shall contain such documentation as is necessary to support the Contractor's good faith effort to identify the Responsible party or to collect response costs from a Responsible Party(s) that is unable to pay. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

4.9 **Approval:** Contractor, when acting under this Agreement, may not respond without following the Division-approved "Call Out Procedure". Granting of response approval by the Division of Emergency Management's Duty Officer constitutes the Division's agreement to pay Contractor's team response costs under Wis. Stat. § 323.70(3). Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.

4.10 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.

4.11 **Worker's Compensation:** A member of the Wisconsin Hazardous Materials Response System who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.70(5) of the Wisconsin Statutes.

4.12 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

4.13 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

4.14 **Team Members:** Members of the hazardous materials response teams are firefighters and therefore are considered protective occupation employees.

5.0 Liability and Indemnity

Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05 and 893.80, which are expressly reserved to the parties.

5.1 **Scope** During operations authorized by this Agreement, Contractor employees who are part of Contractor’s emergency management program shall be agents of the State and protected and defended against tort liability under Wis. Stat. §323.41. For purposes of Wis. Stat. § 895.46(1), members of the Wisconsin Hazardous Materials Response System shall, during authorized operations, be considered agents of the State and the State will indemnify Contractor as required under Wis. Stat. § 895.46(1). For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team but does not include travel to and from the training.

5.2 **Civil liability exemption; hazardous material and local emergency response team:** Under Wis. Stat. § 895.483(1), a hazardous material emergency response team, a member of such a team, and a local agency, as defined in Wis. Stat. § 323.70(1)(b), that contracts with the Division for the provision of a hazardous material response team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under Wis. Stat. § 323.70(2).

5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, and its departments, officers, divisions, agents, employees, and members from all claims, suits or actions of any nature, including claims for attorneys' fees, arising out of the activities or omissions of Contractor, subcontractors, its officers, agents, or employees.

6.0 Insurance Provisions

6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D". The Certificate is required to be presented prior to commencement of this Agreement and annually thereafter.

6.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 6.1. Minimum coverage shall be one million ($1,000.000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit D". The Certificate is required to be presented prior to commencement of this Agreement and annually thereafter.

6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.

6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate to the Wisconsin

Department of Military Affairs' General Counsel indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement and annually thereafter.

7.0 Standard Contract Terms, Conditions and Requirements

7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between its membership in the hazardous materials response system, the State, or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

7.2 **Dual Employment:** Section 16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than $5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

7.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.

7.4 **Conflict of interest:** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.

7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.

7.6 **Team Personnel Removal:** In the event that an individual hazardous materials system member is substantiated to have been negligent or unresponsive to the contractual requirements, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the hazardous material response system. A request by the Division to dismiss an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the system and/or fire department management with regard to employee discipline shall be at the sole discretion of the system and/or fire department management.

7.7 **Hold Harmless:** Contractor will indemnify, defend against and hold harmless the Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

7.8 **Termination of Agreement:**

Contractor may terminate this Agreement at will by delivering ninety (90) days written notice to the Division, during which 90-day period Contractor must continue to provide services under the Agreement. If the Agreement terminates at the end of a quarter based on Contractor’s 90-day notice of termination, Contractor will be paid its quarterly payment from the Annual Allocation, but no further Annual Allocation payments will be made. If the Agreement terminates during a quarter based on Contractor’s 90-day notice of termination, Contractor will be paid a prorated amount of its Annual Allocation for that quarter, but no further Annual Allocation payments will be made.

The Division may terminate this Agreement at will effective upon delivery of written notice to the Contractor, under any of the following conditions:

(1) Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments under this Agreement.

(2) Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no

longer eligible for the funding proposed for payments by this Agreement.

(3) Any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

(4) Failure of Contractor to comply with the terms, conditions and specifications of the Agreement.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except as provided elsewhere in the Agreement.

7.9 **Cancellation:** The continuation of payments under this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds to support such payments. The State of Wisconsin reserves the right to immediately cancel any contract in whole or in part without penalty due to non-appropriation of funds. Upon cancellation, response costs and expenses incurred up to that date will be reimbursed to the extent of recovery from the Responsible Party and any appropriated amounts available and a prorated amount of Annual Allocations will be made to the extent funds have been appropriated.

7.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for performance of services authorized by this Agreement whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

7.11 **Executed Contract to Constitute Entire Agreement:** The written Agreement with referenced Exhibits and attachments shall constitute the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior discussions, negotiations and agreements, written or oral, with respect to the subject matter of this Agreement

7.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

7.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of

Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.

7.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

7.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

7.16 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
WI Dept. of Military Affairs
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of General Counsel, WING-LGL
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

7.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

7.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor and approval, by passive review or otherwise, of the Wisconsin Joint Committee on Finance.

7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.

7.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.

7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or, Contractor, therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

7.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement, on the one hand, and its Exhibits on the other, it is agreed between the parties that the language in this document, to which the Exhibits are attached, shall prevail.

7.24 **Amendment to Comply With Law.** If any laws are enacted that affect the subject matter of this Agreement, the Parties agree to amend this Agreement to reflect the substance of such laws as soon as practicable. Such amendment must first be submitted to the Joint Finance Committee for passive or actual approval prior to being fully executed.

7.25 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of _______, 2021.

____

Dr. Darrell Williams, Division Administrator

CITY OF APPLETON, WISCONSIN
A Wisconsin Municipal Corporation

Agreement: CONTRACT FOR HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

Date: ______________________________

______________________________	______________________________
By: **Jake Woodford, Mayor**	*Attest*: **Kami Lynch, City Clerk**

Approved as to form:

____
Christopher Behrens, City Attorney

Countersigned pursuant to §62.09(10), Wis. Stats.:

____
Anthony D. Saucerman, CPA, Finance Director

On behalf of the Appleton Fire Department

____
Jeremy Hansen, Fire Chief

On Behalf of the City of Oshkosh
A Municipal Corporation

Dated this ____ day of _____________, 2021

Signature:_______________________
Printed Name: Mark A. Rohloff
Title: City Manager
Address: 215 Church Avenue
City/State: Oshkosh, WI Zip: 54902-1130

On Behalf of the City of Oshkosh

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name: Pamela R. Ubrig
Title: City Clerk
Address: 215 Church Avenue
City/State: Oshkosh, WI Zip: 54902-1130

On Behalf of the City of Oshkosh

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name: Russ VanGompel
Title: Director of Finance
Address: 215 Church Avenue
City/State: Oshkosh, WI Zip: 54902-1130

Approved as to form:

Dated this ____ day of _____________, 2021

Signature: ________________________
Printed Name: Lynn A. Lorenson
Title: City Attorney
Address: 215 Church Avenue
City/State: Oshkosh, WI Zip: 54902-1130

On Behalf of the City of Green Bay
A Municipal Corporation

Dated this ____ day of _____________, 2021

Signature:_______________________
Printed Name: Eric Genrich
Title: Mayor
Address: City Hall, 100 North Jefferson, Room 200
City/State: Green Bay, WI Zip: 54301-5026

On Behalf of the City of Green Bay

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name: Celestine Jeffreys
Title: City Clerk
Address: City Hall, 100 North Jefferson, Room 106
City/State: Green Bay, WI Zip: 54303

On Behalf of the City of Green Bay

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name: David W. Litton
Title: Fire Chief
Address: 501 S. Washington Street
City/State: Green Bay, WI Zip: 54301

Approved as to form:

Dated this ____ day of _____________, 2021

Signature: ________________________
Printed Name: Vanessa R. Chavez
Title: City Attorney
Address: 100 North Jefferson Street, Room 200
City/State: Green Bay, WI Zip: 54301

On Behalf of the City of Wausau
A Municipal Corporation

Dated this ____ day of ____________, 2021

Signature: _______________________
Printed Name: Katie Rosenberg
Title: Mayor
Address: City Hall, 407 Grant Street
City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau

Dated this ____ day of ____________, 2021

Signature: _______________________
Printed Name: Leslie Kremer
Title: City Clerk
Address: City Hall, 407 Grant Street
City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau Fire Department

Dated this ____ day of ____________, 2021

Signature: _______________________
Printed Name: Robert Barteck
Title: Interim/Deputy Fire Chief
Address: 606 E. Thomas Street
City/State: Wausau, WI Zip: 54403

Approved as to form:

Dated this ____ day of ___________, 2021

Signature: _________________________
Printed Name: Anne Jacobson
Title: City Attorney
Address: City Hall, 407 Grant Street
City/State: Wausau, WI Zip: 54403

On Behalf of Oneida County

Dated this ____ day of ____________, 2021

Signature: ___________________________
Printed Name: David Hintz
Title: County Board Chairperson
Address: Oneida County Courthouse, 1 S. Oneida Ave.
City/State: Rhinelander, WI Zip: 54501

Dated this ____ day of ____________, 2021

Signature: ___________________________
Printed Name: Michael Timmons
Title: Chair, Public Safety Committee
Address: Oneida County Courthouse, 1 S. Oneida Ave.
City/State: Rhinelander, WI Zip: 54501

On Behalf of the City of Marinette
A Municipal Corporation

Dated this ____ day of _____________, 2021

Signature: ______________________
Printed Name: Steve Genisot
Title: Mayor
Address: City Hall, 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____________, 2021

Signature: ______________________
Printed Name: Lana Bero
Title: City Clerk
Address: City Hall, 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____________, 2021

Signature: ______________________
Printed Name: Jacqueline Miller
Title: City Treasurer & Finance Director
Address: City Hall, 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette Fire Department

Dated this ____ day of _____________, 2021

Signature: ______________________
Printed Name: Jay Heckel
Title: Fire Chief
Address: 1450 Main Street
City/State: Marinette, WI Zip: 54143

Approved as to form:

Dated this ____ day of _____________, 2021

Signature: ______________________
Printed Name: Robert Gagan
Title: City Attorney
Address: City Hall, 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of Waupaca County

Dated this ____ day of ____________, 2021

Signature: ___________________________
Printed Name: Dick Koeppen
Title: County Board Chairperson
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981

Dated this ____ day of ____________, 2021

Signature: ___________________________
Printed Name: Mark Sether
Title: County Treasurer
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981

Approved as to form:

Dated this ____ day of ____________, 2021

Signature: ___________________________
Printed Name: Diane L. Muelemans
Title: Corporation Counsel
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981

On Behalf of the City of Marshfield
A Municipal Corporation

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name:
Title: Mayor
Address: 207 W. 6th Street
City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name: Deb M. Hall
Title: City Clerk
Address: 207 W. 6th Street
City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name: Ron Aumann
Title: Finance Director
Address: 207 W. 6th Street
City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Marshfield Fire Department

Dated this ____ day of _____________, 2021

Signature: ______________________
Printed Name: Scott M. Owen, Sr.
Title: Fire Chief
Address: 514 E. 4th Street
City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Wisconsin Rapids
A Municipal Corporation

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name: Shane Blaser
Title: Mayor
Address: 444 West Grand Avenue
City/State: Wisconsin Rapids, WI Zip: 54495

On Behalf of the City of Wisconsin Rapids

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name: Jennifer Gossick
Title: City Clerk
Address: 444 West Grand Avenue
City/State: Wisconsin Rapids, WI Zip: 54495

On Behalf of the City of Wisconsin Rapids

Dated this ____ day of _____________, 2021

Signature: _______________________
Printed Name: Timothy Desorcy
Title: Finance Director
Address: 444 West Grand Avenue
City/State: Wisconsin Rapids, WI Zip: 54495

On Behalf of the City of Wisconsin Rapids Department

Dated this ____ day of _____________, 2021

Signature: ______________________
Printed Name: Scott Young
Title: Fire Chief
Address: 1511 12th Street South
City/State: Wisconsin Rapids, WI Zip: 54494

Exhibit A

1.0 **GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

2.0 **APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

3.0 **ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

4.0 **ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

5.0 **NONDISCRIMINATION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §. 51.01(5), , sexual orientation as defined in Wis. Stat. § 111.32(13m) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor is exempt from having to file an affirmative action plan but must request the exemption within fifteen (15) working days from the date the Agreement is fully executed.

5. 1 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

5.2 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

5.3 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued $100,000 or over.

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

6.0 **CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

7.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

8.0 **PUBLIC RECORDS ACCESS:** Pursuant to Wis. Stat. §19.36 (3), all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall promptly provide the requested records to the contracting agency. Contractor agrees to contact the State promptly upon receiving a request for information under the public records law and comply with the State's instructions on how to respond to the request. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

9.0 DISCLOSURE: If a state public official (Wis. Stat.§ 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat.§ 19.45(6), before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, Wis. Stat.§ 16.417.

10.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

11.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

12.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Exhibit B

NORTHEAST WISCONSIN
HAZARDOUS MATERIALS
TASKFORCE

WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM

BUDGET

LOCAL AGENCY MEMBERS:

CITIES OF APPLETON, OSHKOSH, AND GREEN BAY, WISCONSIN
CITY OF WAUSAU, WISCONSIN
CITY OF MARINETTE, WISCONSIN
WAUPACA COUNTY, WISCONSIN
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS, WISCONSIN

TEAM NAME	TEAM TYPE	BUDGET 7/01/21-6/30/22	BUDGET 7/1/22-6/30/23
CITIES OF APPLETON, OSHKOSH, AND GREEN BAY	TYPE II	$135,226.27	$135,226.27
CITY OF WAUSAU AND ONEIDA COUNTY	TYPE II	$104,347.74	$104,347.74
CITY OF MARINETTE	TYPE III	$16,625.27	$16,625.27
WAUPACA COUNTY	TYPE III	$16,625.27	$16,625.27
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS	TYPE III	$16,625.27	$16,625.27

NOTE: CHECKS WILL BE MADE PAYABLE TO EACH LOCAL AGENCY NOTED ABOVE ON A QUARTERLY BASIS AS SPECIFIED IN THE AGREEMENT.

Exhibit C

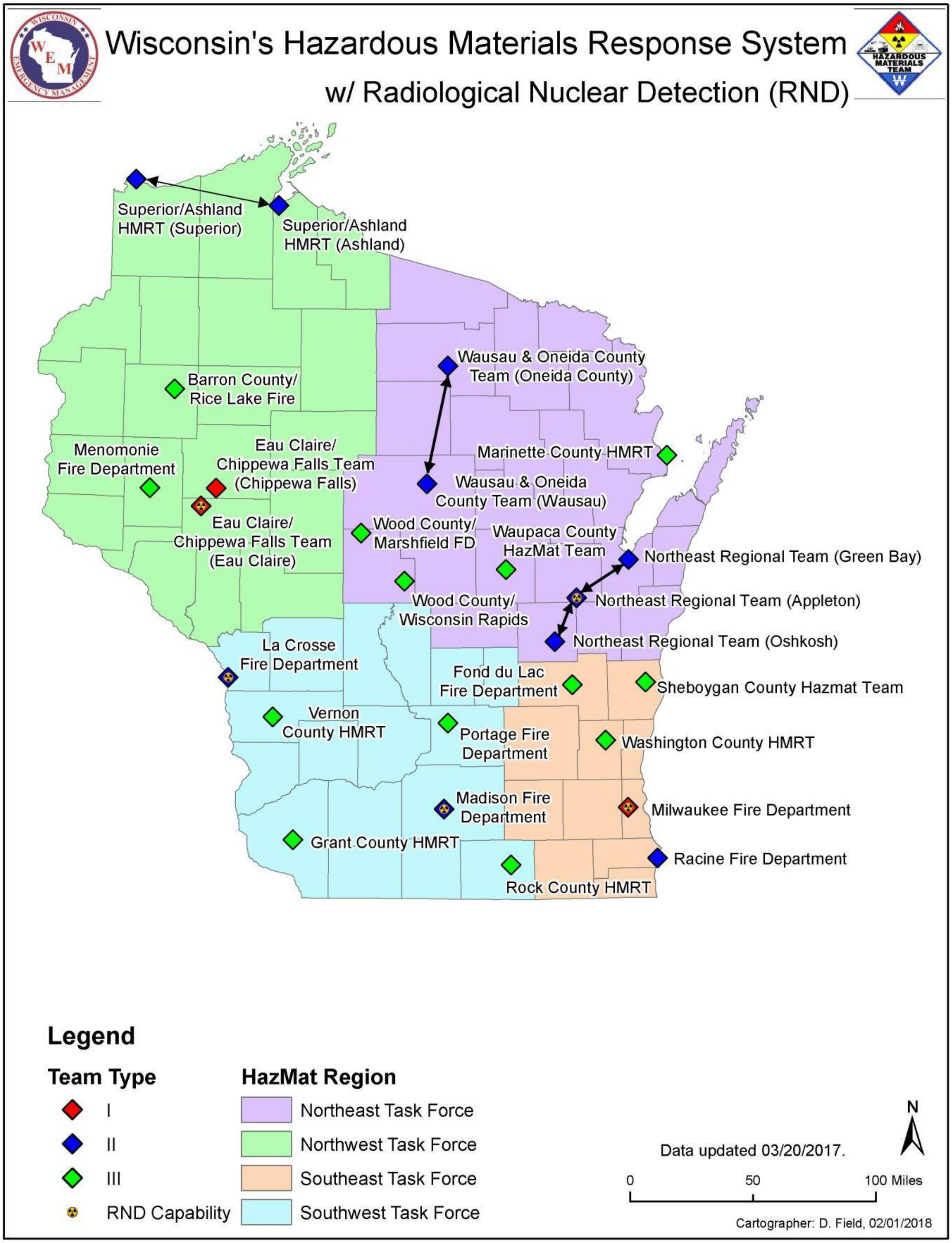

Wisconsin's Hazardous Materials Response System
w/ Radiological Nuclear Detection (RND)
Superior/Ashland HMRT (Superior)
Superior/Ashland HMRT (Ashland)
Wausau & Oneida County Team (Oneida County)
Barron County/ Rice Lake Fire
Menomonie Fire Department
Eau Claire/ Chippewa Falls Team (Chippewa Falls)
Marinette County HMRT
Wausau & Oneida County Team (Wausau)
Eau Claire/ Chippewa Falls Team (Eau Claire)
Wood County/ Marshfield FD
Waupaca County HazMat Team
Northeast Regional Team (Green Bay)
Wood County/ Wisconsin Rapids
Northeast Regional Team (Appleton)
Northeast Regional Team (Oshkosh)
La Crosse Fire Department
Fond du Lac Fire Department
Sheboygan County Hazmat Team
Vernon County HMRT
Portage Fire Department
Washington County HMRT
Madison Fire Department
Milwaukee Fire Department
Grant County HMRT
Racine Fire Department
Rock County HMRT
Legend
Team Type
I
II
III
RND Capability
HazMat Region
Northeast Task Force
Northwest Task Force
Southeast Task Force
Southwest Task Force
N
Data updated 03/20/2017.
0
50
100 Miles
Cartographer: D. Field, 02/01/2018

Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE