



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **FINANCE COMMITTEE**
Date/Time: **Tuesday, July 12, 2022 at 5:30 PM**
Location: **City Hall (407 Grant Street) - Council Chambers**
FIN Members: Lisa Rasmussen, Doug Diny, Carol Lukens, Michael Martens, Sarah Watson

AGENDA ITEMS

- 1 Minutes of the previous meeting(s): (6/28/22)
- 2 Discussion and possible action regarding ARPA funding requests
- 3 Discussion and possible action authorizing Neighborhood Investment Fund Grant \$1,500,000
- 4 Discussion and possible action authorizing Neighborhood Investment Fund Grant \$1,750,000
- 5 Discussion and possible action regarding subrecipient agreement
- 6 Discussion and possible action regarding ordering 2023 rolling stock early due to supply chain concerns.
- 7 Discussion and possible action regarding funding of various street and infrastructure projects with tax increment financing or other sources
- 8 Discussion and possible action regarding budget modification Parks Department drinking fountains
- 9 Discussion and possible action authorizing execution of the DNR Principal Forgiven Financial Assistance Agreement
- 10 Discussion and possible action regarding 2022 State Operating Assistance Agreement – Metro Ride
- 11 Discussion and possible action regarding 2022 State Paratransit Supplemental Aid Agreement – Metro Ride
- 12 Discussion and possible action on Master Subscription Agreement between the City of Wausau and Granicus, LLC for website design and hosting services

Adjourn

Lisa Rasmussen, Chair

NOTICE: It is possible and likely that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

Members of the public who do not wish to appear in person may view the meeting live over the internet, 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 7/08/22 at 3:45 PM

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

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

FINANCE COMMITTEE

Date and Time: Tuesday June 28, 2022 @ 5:00 pm., Council Chambers

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

Others Present: Maryanne Groat, Bob Barteck, Ben Bliven, Anne Keenan, Eric Lindman

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

Minutes of the previous meeting: (6/14/22)

Motion by Lukens, second by Diny to approve the minutes. Motion carried 5-0.

Discussion and possible action regarding budget modification related to a salary study

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

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

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

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

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

Discussion and possible action regarding budget modification related to a midyear Cost of Living adjustment

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

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

Discussion and possible action creating an Extended Retirement Notice Incentive

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

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

Anne Keenan, Interim HR Director, stated two people have given a sixth month notice and they would have to grandfather them to receive it; however, one of two is a member of a union where we will be negotiating.

Groat stated given that this is going to impact multiple departments we weren't certain that we need a budget modification because we would not know what the financial impact to that specific department is. It is possible each department would have the capacity to absorb it through previous vacancies that have already been experienced.

Diny questioned if it applied to department heads and resignations or if it was strictly for retirements. Keenan stated it was strictly for retirements.

Motion by Diny, second by Martens to approve the Extended Retirement Notice Incentive of \$2,000. Motion carried 5-0.

Discussion and possible action regarding budget modification Transit Fueling Project

Rasmussen explained they began a project that was previously approved for some underground tank work and then found out there were some coupling, piping and plumbing issues to handle due to proprietary parts.

It was explained the tank is above ground and the piping that goes under was unable to be looked at until they actually broke ground and started the project. The company that makes these proprietary parts is out of business, so the entire line now needs to be replaced.

Motion by Diny, second by Martens to approve. Motion carried 5-0.

Adjourn

Motion by Watson, second by Lukens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:18 pm.



TO: FINANCE COMMITTEE

FROM: Maryanne Groat

DATE: July 11, 2022

RE: 17th Avenue Project Financing

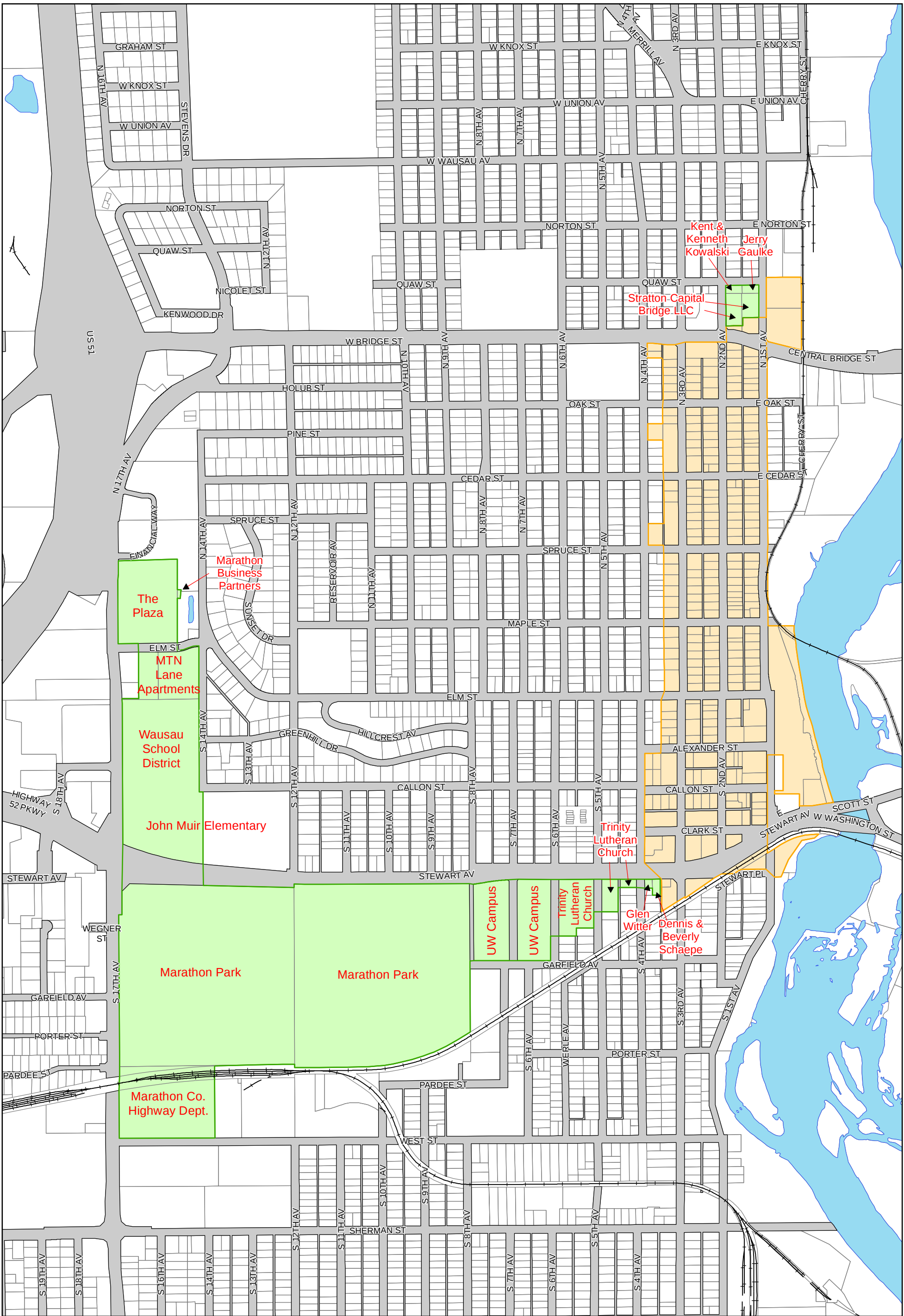
The Finance Committee considered an ARPA request for the financing of 17th Avenue Reconstruction. The City was awarded \$400,000 for the project from the State of Wisconsin. During committee deliberations alternative funding options were discussed including using tax increment financing from TID #8.

The City would prepare a project plan amendment, comply with the necessary public notices, conduct a public hearing at the plan commission. The project plan would require approval of the Joint Review Board and the Common Council.

Assuming the City borrowed for the project and retired the debt over a 10-year period the annual debt payment would be approximately \$135,000. This adds approximately \$1,350,000 of costs to the district. Based upon the current anticipated cashflow the district can afford the additional costs.

The Committee could consider adding asphalt overlay to the project plan. This could allow improvements within the district and the ½ mile boundary.

Attached is a copy of the project boundaries and a cashflow that incorporates shows future activities within the district.



Department of Public Works
GIS Division
407 Grant St Wausau WI 54403
(715) 261-6740 gis@mail.ci.wausau.wi.us

NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.

TID #8 With Proposed Addition

City of Wausau



Parcels



TID 8



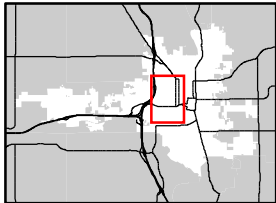
Proposed
TID 8 Addition

Date: April 09, 2020



0 500 1,000
Feet

Map Location



**TAX INCREMENTAL DISTRICT NUMBER EIGHT
CASH FLOW PROJECTIONS**

		USES OF FUNDS					SOURCES OF FUNDS						
		Annual Projected Debt Service	Administrative, Organization & Discretionary Costs	Stewart Avenue	Developer Payments	CVS Tax Claim	Capital Expenditures	Net Debt Proceeds	Other Income	Tax Increment	Annual Surplus (Deficit)	Cumulative Balance	
ACTUAL													
1	2012		\$7,801								(\$7,801)	(\$7,801)	
2	2013		10,390			7,681					(18,071)	(25,872)	
3	2014	372	5,717			235,993	190,000	183,660			131,578	105,706	
4	2015	8,957	21,155			76,326	1,020,000	199,366	140,328		1,253,256	1,358,962	
5	2016	118,441	96,623		275,000	42,835	1,819,722	755,000	231,968	194,502	(1,171,151)	187,811	
6	2017	154,714	19,576		57,500			25,496	198,481	111,771	52,966	240,777	
7	2018	159,542	9,813		-			124,821	195,888	113,098	14,810	255,587	
8	2019	350,378	32,270		45,866			1,356,174	2,767,210	211,879	257,077	1,707,065	
9	2020	712,677	496,866		1,559,916			1,254,646	967,470	1,172,995	239,784	(1,643,856)	63,209
10	2021	750,874	31,074		390,178			107,423		254,866	194,635	(830,048)	(766,839)
ESTIMATED													
11	2022	702,170	18,000		399,045				238,098	646,578	(234,539)	(1,001,378)	
12	2023	688,253	6,000		324,000				373,808	615,590	(28,855)	(1,030,233)	
13	2024	702,799	6,000	135,000	435,640				373,808	823,590	(82,041)	(1,112,274)	
14	2025	687,828	6,000	135,000	297,075				373,808	823,590	71,495	(1,040,779)	
15	2026	409,818	6,000	135,000	249,600				373,808	823,590	396,980	(643,799)	
16	2027	406,922	6,000	135,000	179,600				367,909	823,590	463,977	(179,822)	
17	2028	403,908	6,000	135,000	145,600				359,651	823,590	492,733	312,911	
18	2029	400,663	6,000	135,000	72,000				249,651	823,590	459,578	772,489	
19	2030	149,687	6,000	135,000					249,651	823,590	782,554	1,555,043	
20	2031	52,113	6,000	135,000					524,651	823,590	1,155,128	2,710,171	
21	2032	40,650		135,000					249,651	823,590	897,591	3,607,762	
22	2033			135,000					249,651	823,590	938,241	4,546,003	
TOTAL		\$6,900,766	\$803,285	1,350,000	\$4,431,020	\$42,835	\$5,008,282	\$5,699,680	\$6,633,248	\$10,749,263			

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget – Parks Drinking Fountains

Committee Action: Approved 5-0

Fiscal Impact (2021): \$72,877

File Number: 21-1109 G

Date Introduced: July 12, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Park Funds</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$72,877</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☒ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the Finance Committee has reviewed recommends a budget modification to allow the payment of the water fountain project with funds previously budgeted for tennis court resurfacing and small projects and remove the project from ARPA funding:

Decrease	240-450098191 Parks Capital Improvements	\$12,887
Increase	150-237598406 Parks Improvements	\$12,887
Decrease	158-158798406 Parks Improvements ARPA	\$81,000
Decrease	158-158782390 ARPA Federal Grant	\$81,000

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as presented and to publish the budget modification on the City's website as required.

Approved:

Katie Rosenberg Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement

Committee Action: *Pending*

Fiscal Impact: \$577,718 (Forgivable Loan)

File Number: 16-0704

Date Introduced: July 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau (the “Municipality”) wishes to undertake a project to replace private lead service lines at residences, pre k -12 schools and licensed and/or certified daycare centers, identified as DNR No. 4930-11 (the “Project”); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the “SDWLP”) for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$577,718 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Passed: _____

Approved: _____

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214B rev 05/22

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF WAUSAU

\$577,718 With \$577,718 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of July 27, 2022

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 37291
Safe Drinking Water Loan Program Project No. 4930-11

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 27, 2022, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Wausau, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated December 17, 2021, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means City of Wausau, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. 4930-11 by DNR, described in the Project Manager Summary (Exhibit B).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a

variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats., as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or December 31, 2022, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA, and
 - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$577,718, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. A variance is also granted through this FAA to s. NR 166.10(2)(b), Wis. Adm. Code as plans and specifications are not required for Lead Service Line replacement projects. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit B. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

(n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$577,718 with Principal Forgiveness of \$577,718 for payment of Project Costs.

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.
- (d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than January 27, 2023, and such request for disbursement shall only include Project costs incurred on or before December 31, 2022.

Section 3.03. Remedies

- (a) If the Municipality:
 - (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
 - (2) is not complying with or is in violation of any covenant set forth in this FAA; or
 - (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

Section 4.02. Completion of the Project

- (a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.
- (b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
- (c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.
- (d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the documentation described in section 4.02(b) above.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

- (a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:
 - (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
 - (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
 - (3) permit extracts and copies of the Project records to be made by any of them; and
 - (4) fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. 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. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and
- (4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit B).

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Environmental Improvement Fund
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
or
PO Box 7921
Madison, WI 53707-7921
- (c) City of Wausau
407 Grant Street
Wausau, WI 54403

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF WAUSAU

By: _____
Katie Rosenberg
Mayor

Attest: _____
Kaitlyn Bernarde
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF WAUSAU
SDWLP Project No. 4930-11

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	\$0	\$0	\$0
Engineering	\$0	\$0	\$0
Construction/Equipment	\$577,718	\$0	\$577,718
Contingency	\$0	\$0	\$0
Miscellaneous Costs	\$0	\$0	\$0
TOTAL	\$577,718	\$0	\$577,718

EXHIBIT B

PROJECT MANAGER SUMMARY

CITY OF WAUSAU

SDWLP Project No. 4930-11

1. **Project Description:** The City of Wausau was a participant in the 2017, 2018 and 2021 Private LSL Replacement Programs. A Request for Qualifications (RFQ) was issued in 2017 to develop a list of prequalified plumbers. Wausau has added additional plumbers to this list. Eligible homeowners contract with a plumber from the prequalified list and the City will pay the plumber/contractor directly on their behalf. If the replacement is done in conjunction with a watermain replacement project, the cost is covered by the City up to a cap of \$4,000. If the replacement is done as a spot replacement, the cost is covered up to a cap of \$6,000. The difference in the cap amounts is due to the spot replacements needing additional site restoration. Funding under this FAA is expected to cover an estimated 100 LSL replacements.

Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipally-owned water main or service line to the meter, or other water utility service terminal on private residential property, a pre k–12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized service lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a service line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement should be completed within 45 days of the initial replacement of a portion of the Lead Service Line, unless the public side of the Lead Service Line was replaced prior to participation in the Private LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit C.

2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
 - Premise plumbing, which includes anything downstream of the normal connection point inside the home;
 - The curb stop, or any other components of the utility side of the service line;
 - Costs for engineering or administration unless the recipient's population is 3,300 or less.
3. **DBE Good Faith Effort:** Wausau was a participant in 2017, 2018, and 2021 Private LSL Replacement Program and is continuing with the original list. They have made some additions to the list and contractors on the prequalified list are required to solicit for DBEs if they do any subcontracting. The original Request for Qualifications (RFQ) met the Disadvantaged Business Enterprise (DBE) solicitation requirements.
 4. **Davis-Bacon Wage Rate Requirements:** For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:
 - The property is owned in the name of a business;

- The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
- The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

5. Environmental Review Conditions: An Environmental Assessment was completed for the Project area and resulted in a Categorical Exclusion. Standard requirements and recommendations for erosion control and invasive species guidance were included in the approval. The Wisconsin Historical Society had made prior approvals for ground disturbance and a renewal of that letter was required. This was received and includes authorization of ground disturbance activities within the uncatalogued boundaries of the referenced burial sites and the use of hydrovac is not permitted for this project.
6. Closeout Documentation: At Project completion the municipality will submit to DNR the documentation described in section 4.02(b) of this FAA: the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
7. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, January 27, 2023. This is the submittal deadline for disbursements that will be made on February 8, 2023. We strongly encourage all recipients to submit their final Request for Disbursement by no later than Friday, January 13, 2023, in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after January 27, 2023. If a Request for Disbursement for costs incurred on or before December 31, 2022 is not submitted by the deadline, those costs will need to be covered by the municipality or the property owner.

EXHIBIT C
BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

The Federal Lead and Copper Rule Revisions (LCRR) are now in effect. All public water systems must be in compliance with the LCRR by October 16, 2024.

Note that public water systems may choose, but are not required, to meet these requirements prior to October 16, 2024.

Under the LCRR, any public water system that conducts lead service line removal must meet all of the requirements listed below. Note that under the LCRR, these requirements apply to all of the following activities: full and partial¹ lead service line replacement; replacement of a galvanized service line that is currently, or was ever formerly, downstream of a lead service line; and removal of a lead gooseneck, pigtail, or connector.

- **For participants in the Private Lead Service Line Replacement Program, these steps are suggested, but not required, for participation in the program.**

Lead Service Line Replacement Requirements under the LCRR

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s)² served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
 - o Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - o Provide information about the health effects of lead.
 - o Provide information about actions consumers can take to minimize their exposure to lead in drinking water,
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s)³ with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer in accordance with paragraph (d) of this section.

¹ In addition to the requirements listed above, any water system that plans to partially replace a lead service line in coordination with planned infrastructure work must provide notice to the owner of the affected service line, or the owner's authorized agent, as well as non-owner resident(s) served by the affected service line at least 45 days prior to the replacement. The notice must explain that the system will replace the portion of the line it owns and offer to replace the portion of the service line not owned by the water system. However, the water system is not required to bear the cost of replacement of the portion of the affected service line not owned by the water system.

² In instances where multi-family dwellings are served by the lead service line to be replaced, the water system may elect to post the information at a conspicuous location instead of providing individual notification to all residents.

³ If the lead service line serves more than one residence or non-residential unit (e.g., a multi-unit building), the water system must provide a filter and six months of replacement cartridges and use instructions to every residence in the building.

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

**JOINT RESOLUTION OF THE FINANCE COMMITTEE
AND WAUSAU WATER WORKS COMMISSION**

Declaring Authorized Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund

Committee Action: Fin: Approved 5-0
 WWW: Approved 4-0

Fiscal Impact: None

File Number: 18-0913

Date Introduced: May 10, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau, Marathon, County, Wisconsin (the "Municipality") desires to file several applications for state financial assistance for its drinking water facilities under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.59, 281.60, and 281.61, Wis. Stats.);

WHEREAS, it is necessary to designate a representative for filing said applications;

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the Mayor is hereby appointed as the authorized representative for the City of Wausau for the purpose of filing these applications, and that the representative is further authorized and empowered to do all things necessary in connection with said applications.

Passed and adopted this 10 day of May, 2022

Approved:


Katie Rosenberg, Mayor
Becky McElhane, Acting Mayor



Minutes of December 7, 2021

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Tuesday, December 7th, 2021. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on December 2nd, 2021.

Members Present: President Rosenberg, Commissioners Robinson, Herbst, Gehin, Force.
Others Present: Eric Lindman, Scott Boers, Valerie Swanborg, Dave Erickson, Ben Brooks, Ryan Dwelly, Tonia Westphal/Clark- Dietz, Diane Thoun/ Clark- Dietz, Via WebEx:
MaryAnne Groat

- 10) Discussion and Possible Action on Resolution Designating Director of Public Works & Utilities or Water Superintendent to Apply for Private LSL Replacement Funding.

Lindman presents that re-applying for the private Lead Service Line Replacement Funding for the fiscal year 2022 would be beneficial, requires a resolution of the City Council and is seeking approval to have authority for applying be delegated to the Director or Water Superintendent.

Robinson moved to approve the resolution designation and application for the private Lead Service Line Replacement Funding. Seconded by Herbst. Motion carried 5-0.

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION	
Approving application for and administration of funds from the Safe Drinking Water Loan Program	
Committee Action: Approved 5-0	
Fiscal Impact:	
File Number: 16-0704	Date Introduced: December 14, 2021

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

RESOLUTION

WHEREAS, The Safe Drinking Water Act (SDWA) Amendments of 1996 were signed into law on August 6, 1996, part of which authorized the US Environmental Protection Agency (EPA) to establish the Drinking Water State Revolving Fund (DWSRF) Program to assist public water systems with financing the costs of infrastructure needed to achieve and maintain compliance with the requirements of the SDWA and to protect public health; and

WHEREAS, the SDWA requires each state to prepare an annual Intended Use Plan (IUP) that identifies the uses of the funds in the DWSRF and describe how those funds support the goals of the Act; and

WHEREAS, as part of the State of Wisconsin IUP, the Department of Natural Resources (DNR) and the Department of Administration (DOA) jointly administer the Safe Drinking Water Loan Program (SDWLP), and operate it as a direct loan program; and

WHEREAS, the issue of lead leaching into drinking water from older lead pipes and being released in scale during system repairs has received recent public attention and the best solution is to replace all pipes, joints, and fixtures that contain lead, including privately-owned service lines; yet this solution is costly for municipalities and homeowners alike; and

WHEREAS, in Wisconsin, municipalities are not allowed to incorporate the cost of privately-owned lead service line replacements into user rates; and

WHEREAS, the City of Wausau, as a local governmental unit, may receive financial assistance for lead service line (LSL) replacements on private property, which is a long-term program goal – to facilitate the replacement of all remaining lead service lines, in their entirety, in the State - through a principal forgiveness fund; and

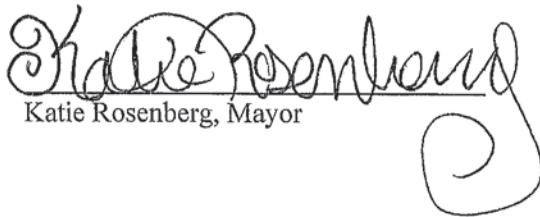
WHEREAS, the City received \$368,000 in State Fiscal Year 2017, \$300,000 in State Fiscal Year 2018, and \$320,000 in State Fiscal Year 2021; and

WHEREAS, the current fund amount for approval and expenditure in State Fiscal Year 2022 available is \$32 million, and the City will be required to apply for a principal forgiveness loan on an annual basis in the fall; and

WHEREAS, the Wausau Water Works Commission, at its December 7, 2021, meeting, discussed the availability of DNR funding for this purpose.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the Director of Public Works and Utilities and the Water Operations Superintendent are hereby authorized and directed to do all things necessary to apply for and administer principal forgiveness funds through the SDWLP for lead service line replacement.

Approved:


Katie Rosenberg, Mayor



Minutes of May 3rd, 2022

A meeting of the Wausau Water Works Commission was called to order at 1:37 p.m. in City Hall on Tuesday, May 3rd, 2022. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on April 28, 2022.

Members Present: Commissioners Herbst, Gehin, Force, Robinson

Others Present: Becky McElhaney, Eric Lindman, Scott Boers, Ben Brooks, Anne Jacobson, Toni Vanderboom, Stephen Opatik/ Becher-Hoppe, Susan Wojtkiewicz/Donohue, Evan Thomas/Wood,

Via WebEx: Andrew Dow/Donohue, Eric Broce/Wood, Bill Malyk/Wood,

Discussion and Possible Action on a Resolution Designating an Authorized Representative to File for Financial Assistance from the State of WI Environmental Improvement Fund.

Robinson moved to designate an authorized representative (City's Mayor) to file for financial assistance from the State of Wisconsin Environmental Improvement Fund. Seconded by Herbst. Motion carried 4-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2022 State Operating Assistance Grant Agreement – Metro Ride

Committee Action: Pending

Fiscal Impact: Grant award of \$817,797

File Number:

Date Introduced: July 12, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐	No ☐	
	Included in Budget:	Yes ☐	No ☐	Budget Source
	One-time Costs:	Yes ☐	No ☐	Amount:
	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 State of Wisconsin offers a program of state financial assistance to counties for operating assistance of public mass transit systems under Section 85.20, Wisconsin Statutes; and

WHEREAS, Metro Ride submitted an application for 2022 operating assistance funding; and

WHEREAS, the City of Wausau was awarded \$817,797 for the operating assistance of Metro Ride; and

WHEREAS, your Finance Committee, at their July 12, 2022 meeting, discussed and recommend accepting the grant funding in the amount of \$817,797 for the operating assistance of Metro Ride.

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 2022 State Operating Assistance Grant Agreement between the State of Wisconsin Department of Transportation and the City of Wausau for operating assistance of Metro Ride.

Approved:

Katie Rosenberg, Mayor



Grant Agreement

Summary and Signature Page

PARTIES TO THE AGREEMENT

This Grant Agreement ("Agreement") is made by and between the State of Wisconsin Department of Transportation ("Department") and the City of Wausau ("Recipient").

STATE STATUTE AND ADMINISTRATIVE CODE CITATION

Consistent with its authority under Section 85.20, Wisconsin Statutes; rules set forth in chapters Trans 4 and Trans 8, Wisconsin Administrative Code; and the terms and conditions of this Agreement, including those contained in attachments to this Agreement and documents incorporated by reference the Department hereby agrees to provide the Recipient with program funds per the terms below.

PERIOD OF PERFORMANCE

January 1, 2022, through
December 31, 2022

AWARD MAXIMUM

Per Attachment A to this Agreement, the Department agrees to pay the Recipient an amount not to exceed **\$817,797**.

This Agreement shall become effective upon its complete execution by the Recipient and the Department.

RECIPIENT

(Attach additional signatures, if required by local regulations, on a separate sheet)

Signature: _____

Name: Katie Rosenberg

Title: Mayor

Date: _____

STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

Signature: _____

Ian Ritz, Chief
Public & Specialized Transportation Section
Division of Transportation Investment Management

Date: _____



Grant Agreement

ARTICLE 1. TERMS OF PAYMENT

- A. Consistent with s. 85.20, Wis. Stats., the Department shall make payment to the Recipient exclusively to assist with costs that the Recipient incurs as a result of operating, either directly or indirectly through the use of one or more third parties, a public mass transit system ("Transit System") during calendar year 2022.
- B. The Department shall pay the lesser of:
 - 1. The Award Maximum specified in this Agreement.
 - 2. The nonfederal share of the Recipient's audited operating deficit.
 - 3. Five times the amount of the Recipient's local contribution as defined under s. 85.20 (4m) (b), Wis. Stats. This provision does not apply if the Transit System is a shared-ride taxi system.
- C. During the Period of Performance, the Department shall pay the Award Maximum amount to the Recipient in two lump sums, in accordance with Attachment A and consistent with applicable state law. In the event sufficient funds are not made available under s. 20.395, Wis. Stats., the Department will amend this Agreement to reduce state payments as necessary.
- D. The Department may withhold any and all payments due and owing the Recipient if the Recipient has not submitted any report required per Article 2 or Article 3, any associated invoice, or any other required document or record, until such time as the Recipient submits it as prescribed by the Department.

ARTICLE 2. RECIPIENT REQUIREMENTS

- A. The Recipient shall submit quarterly reimbursement and performance measures reports no more than thirty (30) days after the conclusion of each calendar year quarter. Additionally, the Department may require the Recipient to submit special reports from time to time.
- B. The Recipient shall submit all reports, invoices, and other required documents in the manner and form that the Department prescribes through Application instructions and other means.



- C. The Recipient shall pay the total operating deficit of the Transit System as its bills become due. If the Recipient contracts for mass transit service with a third-party transportation provider, the Recipient shall pay the provider consistent with contract terms and actual monthly operating deficits and shall make payments within thirty (30) days of Recipient's receipt of invoice. The Recipient may reduce payments to the provider by an amount equal to any overpayments made to the third party under this Agreement.
- D. The Recipient shall ensure that the Transit System provides reduced-fare programs for elderly and disabled persons during non-peak hours. Such reduced fares may not exceed one-half of the full adult cash fare applicable during peak hours of operation. This requirement is not applicable if the Transit System is a shared-ride taxi system.
- E. The Recipient shall operate the Transit System as outlined in its approved Application. If the Recipient determines that service changes are necessary, it shall obtain written approval from the Department before proceeding with the changes.
- F. The Recipient shall count, or shall ensure that its third-party provider(s) count, Transit System total passenger trips taken during the calendar year in accordance with both the procedures set forth in Ch. Trans 3, Wis. Admin. Code, and the provisions of the Transit Management Plan ("Management Plan") that the Recipient submitted as part of its Application.
- G. The Recipient may not use funds paid under this Agreement for expenses incurred outside the Period of Performance unless the Recipient has sought prior written approval from the Department and has received such approval.
- H. The Recipient may not use program funds to purchase service from or make sub-grants to any third party without an attendant written contract, agreement, or purchase-of-service order, that has been prepared and executed consistent with Department procedures and with applicable federal and/or State of Wisconsin procurement requirements. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by Department officials, employees, or designees upon request.
- I. The Recipient shall ensure that the Transit System is managed and operated consistent with its 2022 Public Transit Assistance Program application, including the associated Management Plan and all other attachments thereto, as approved by the Department ("Application").



- J. If the Recipient wishes to make any modification to Transit System management or operation, it shall so notify the Department, in writing in a manner prescribed by the Department, at least twenty-eight (28) calendar days prior to implementing the modification. Within twenty-one (21) days of receiving the Recipient's notification, the Department shall determine whether the proposed modification represents a "substantive change" and shall respond to the Recipient.

If the Department concludes that a proposed Transit System modification represents a "substantive change" and that the modification is permissible under State law, it shall prepare an amendment to this Agreement and issue it to the Recipient for execution. The Recipient may not implement any "substantive change" until a corresponding amendment to this Agreement has been executed.

If the Department concludes that a proposed Transit System modification represents a "substantive change" and that the modification is not permissible under State law, it shall so notify the Recipient, and the Recipient may not implement the implementation.

If the Department determines that a proposed Transit System modification is not a "substantive change," it shall so notify the Recipient, after which the Recipient may implement the modification. A formal amendment to this Agreement will not be required.

- K. Upon receiving either an Agreement amendment or notification of a "non-substantive change" determination from the Department in response to a proposed Transit System modification, the Recipient shall update its Management Plan accordingly. The Recipient shall provide the Department with the updated Management Plan in the form and manner that the Department specifies, within fourteen (14) days of receiving either the Agreement amendment or determination notification.
- L. All materials, equipment, and supplies that the Recipient acquires under this Agreement must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and with all applicable OSHA Standards.
- M. If local public bodies other than the Recipient contribute assistance to the operation of the Transit System, the Recipient shall allocate the state aid received under this Agreement among them in proportion to their contributions.



ARTICLE 3. ACCOUNTING, RECORDS, AND AUDITS

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and state single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. The Recipient shall submit a year-end statement of expenses and revenues to the Department in the manner and form, and by the date, which the Department specifies. This statement shall reflect the full operating revenues and expenses incurred by the Transit System for the Period of Performance.
- C. All costs that the Recipient incurs under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the charges. The Recipient, any co-recipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Agreement. The Recipient shall be responsible for ensuring the compliance of all co-recipients, contractors, subcontractors, and affiliates with this provision.
- D. The Recipient shall retain all accounts and records as required above for a minimum of three (3) years after receipt of final payment under this Agreement, and until the Department completes its audit of Transit System financial activity during the Period of Performance, and shall be available upon request by the Department or its designee for inspection and audit purposes.
- E. In conducting its audit, the Department shall determine the Transit System's eligible operating expenses, revenues, and operating deficit. Such determinations by the Department shall be made in accordance with generally accepted accounting principles and practices. The Department shall also determine the allowable federal share of the operating deficit.
- F. Based on the Recipient's eligible operating expenses, revenues, and allowable federal share of operating deficit, the Department shall apply the provisions of Article 1, Clause B to determine whether payment to the Recipient under the terms of this Agreement has exceeded the amount for which the Recipient is eligible.



- G. If the Department's audit establishes that payment to the Recipient under the terms of this Agreement has exceeded the amount for which the Recipient is eligible, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to comply with the maximum allowed under s. 85.20, Wis. Stats., given the Recipient's allowable expenses incurred and revenues received during the Period of Performance.
- H. The Recipient shall permit the Department or its designee access to inspect all vehicles, facilities, and equipment that are acquired with funds provided under this Agreement; all transportation services rendered by the Recipient through the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.

ARTICLE 4. TERMINATION OF AGREEMENT

- A. The Department may terminate this Agreement at any time that the Department Secretary determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Agreement, or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Agreement upon receipt of a written, formal request by the Department at least thirty (30) calendar days prior to the proposed termination date.
- C. In the event that this Agreement is terminated, the Department shall be liable only for state aid payments for services rendered before the effective date of termination, not to exceed 60% of the Recipient's total operating costs less the prorated sum of other state operating assistance awarded the Recipient for the Period of Performance and assistance the Recipient is allocated under 49 USC §5307 during the Period of Performance, and subject to all applicable federal laws and state laws and rules.

ARTICLE 5. WHOLE AGREEMENT

All attachments and appendices to this Agreement are incorporated herein by annexation. Further, this Agreement incorporates by reference the entirety of the Recipient's 2022 Public Transit Assistance Program application, including the Management Plan and other documents attached thereto.



Attachment A: Schedule of Payments

Wis. Stats. 85.20 – Urban Mass Transit Operating Assistance

A. Award Details

Total Budgeted Expenses	\$3,751,163
Total Anticipated Revenues	- \$299,470
Total Anticipated Net Deficit	= \$3,451,693
5307 Allocation	\$1,432,896
85.20 State Assistance	\$817,797
*Local Share	\$1,201,000

* Local share estimated, actual system expenses and revenues will determine the local contribution.

B. Schedule of Payments

Period	Payment Amount	Estimated Payment Date
1 st Payment (Quarter 1)	\$ 204,448	June 20, 2022
2 nd Payment (Quarters 2-4)	\$ 613,349	August 30, 2022
Payment Total	\$ 817,797	



Wis. Stats. 85.20 (State ID: 395.17600)
Urban Mass Transit Operating Assistance Program
2022 Grant Agreement
City of Wausau

Attachment B: Department Contacts

Wis. Stats. 85.20 – Urban Mass Transit Operating Assistance

Kevin Lange

Public Transit Program Manager
4822 Madison Yards Way, 6th Floor South
P.O. Box 7913
Madison, WI 53707-7913
(608) 266-2365 | kevin.lange@dot.wi.gov

Brian Kierzek

Public Transit Program Manager
4822 Madison Yards Way, 6th Floor South
P.O. Box 7913
Madison, WI 53707-7913
(608) 261-5695 | brian.kierzek@dot.wi.gov

TRANSIT SYSTEM MANAGEMENT PLAN
2022 WisDOT PTAP (5311/85.20) APPLICATION

APPLICANT: City of Wausau

The 2022 Transit System Management Plan is an account of the services to be provided by your agency in calendar year 2022. The Plan also details any expansion or reduction of services during the next calendar year, as well as the agency's goals and objectives for 2022 and beyond.

The purposes of the management plan are to provide WisDOT with a description of the services to be provided during the ensuing year, ensure the maintenance or improvement of service available to the public, identify and implement various policies and practices to increase the efficiency of transit operations, and ensure state funds will be spent wisely.

The Department will also use the management plan as a basis for monitoring and evaluating the performance of the participating transit agency during the contract period. Transit policy and management decisions made and actions taken during the contract period must be in conformance with the management plan.

Any proposed deviations from the management plan must be reported to the Department and approved by the Department prior to implementation. Failure to do so will jeopardize continued assistance.

Each applicant is required to prepare a management plan in accordance with the outline given below. The level of detail required will vary according to the size and complexity of the system involved, but all applicants must address each topic.

Please include your answers to the below questions within this document, adding pages at the end of the document if needed.

Please change the font (size/color/italicized/bold) of your answers so they stand out from the questions.

Paragraphs with borders and shaded gray do not require any input from the applicant.

If using information from your 2021 application as the basis for your responses, please cut-and-paste into this document – do not simply re-submit last year's version of the Management Plan.

I. ORGANIZATIONAL INFORMATION

- (1) Which municipal/tribal/county department is responsible for administering and/or operating the transit service? **City of Wausau**
- (2) Are there any third-party vendors hired (or agreements with government agencies) for transit service operations Do you hire any third-party entities (non-government entities) for marketing, advertising, maintenance, fuel or other goods and services?
No
- (3) Are any administrative services performed by a third party? (e.g. accumulating quarterly reports, submitting applications to WisDOT or FTA, hiring staff)
No
- (4) Will the municipality/transit commission/county have a single audit conducted in 2022? *Note: OMB SuperCircular 2 CFR 200 requires this if your municipality/county/transit commission receives more than \$750,000 in total federal (not just transit) grants.* **Yes**
- (5) For any system overseen by a transit commission, board of directors or transit advisory committee:
- a. How often does the commission/board/committee meet? **Monthly**
- b. What is their role in the transit system? Do they set policies? Vote on fare increases/decreases? Other? **They set system policy and approve fare and service changes.**
- c. List commission/board members and their contact information

Name	Company/Title	Phone	Term
Becky McElhaney	Wausau Common Council Member	715-581-3762	April 2022
Patrick Peckham	Wausau Common Council Member	715-845-1396	April 2022
Debra Ryan	Wausau Common Council Member	715-803-4909	April 2022
Kathi Zoern	Citizen Member	715-675-8706	4/30/2022
Jen Bizzotto	Citizen Member	715-581-3762	4/30/2023

II. SERVICE DESCRIPTION

- (1) Click boxes below for each service type that applies to your system. Provide comments below the checkboxes, if needed.
 - ☒ Fixed route (no deviation)
 - ☐ Fixed route (deviation)
 - ☒ Demand response (e.g. shared-ride taxi, door-to-door bus, paratransit)
- (2) List the hours of operation for each service in the system. **6:30 a.m.-6:30 p.m.**
- (3) List all municipalities, counties, or other pertinent areas in which your system stops as part of a fixed-route service or picks up riders through a demand-response service. Be specific as to the type of service you provide each community.
City of Wausau - Fixed-route bus and ADA paratransit
- (4) Outline the extent to which you will deviate from fixed-route service, if applicable.
NA
- (5) Detail scheduling and dispatching methods for demand response services, whether they are for shared-ride taxi or paratransit services.
Rides are scheduled and dispatched in-house using a web-based system provided by TripSpark.
- (6) Complete the following table listing the vehicles used at peak service times (the times where most vehicles are on the road), and the total number of vehicles available to the system. Include all vehicles used in service – not just those that are publicly owned.

Calculate the spare ratio: *(total vehicles in fleet minus vehicles used at peak) divided by (vehicles used at peak)*.

Example: A system with 5 vehicles, 4 of which are used during peak service, has a spare ratio of 25%, or $(5 - 4) / 4$.

Vehicle Type	Vehicles Operating at Peak Time	Total Vehicles Available	Spare Ratio (Total –Peak)/Peak
Sedan			%
Minivan			%
Cutaway (mini-bus or medium bus)	2	4	50%
Heavy-duty bus	18	22	22%
Other:			%
Other:			%
TOTAL	20	26	23%

- (7) List all community events for which the agency provides transit services on an annual basis (i.e. county fairs, festivals). **Hmong Festival, Art Festival**
- (8) List all requests from a third party for service for special events outside regular service hours (e.g. wedding receptions, shopping trip for a group of individuals) in the past year. List only services that have not been listed in your past application budgets. Add rows to table, if needed. **If you did not perform the requested service, state that in the Dates of Service row. We do not provide such services, nor do we track requests.**
- (9)

Party Requesting Service	Type of Service Provided	Dates of Service	Amount Paid to Agency for Service

III. SERVICE CHANGES

Use this section to describe anticipated changes in the levels of service provided by the participating transit agency effective during 2022, *as well as any changes implemented after March 1, 2020*. Please note if the changes are due to COVID-19 or to other planning efforts. Each change in level of service should be discussed separately and each discussion should include the following:

- (1) A detailed description of the change, including whether it includes an increase or decrease of service hours/number of vehicles or drivers, or an expansion or reduction of service area; **No changes are planned.**
- (2) The date on which the change is to be (or was) implemented; **NA**
- (3) The reasons for instituting the change; **NA**
- (4) A statement indicating why the change is essential to the preservation or enhancement of the transit system **NA**
- (5) If there was public input into the decision. **NA**
- (6) The projected impact of the changes upon operating revenues and expenses during calendar year 2022. **NA**

Any significant changes in fares or service levels (elimination/addition/expansion of a daily or weekly service, elimination/addition of a service route, etc.) must be preceded by public notice approximately 30 days before implementation.

- (1) Public notices must be advertised at least once in newspapers and/or web sites of each community affected by the changes.
- (2) The proposed changes must be identified on the agenda of at least one meeting open to the public. A separate public meeting on the changes is not necessary, but if the topic is to be discussed a general City Council or County Board meeting, it must be on the agenda and clearly stated on the public notice so transit stakeholders are aware.
- (3) The results of the public meeting, including all comments from members of the public on transit issues, must be documented in a concise yet thorough manner for future reviews by WisDOT and FTA staff.

- (7) If there have been significant changes in service (moving from fixed-route to demand-response, publicly-operated to privately-operated or vice versa, expansion from a municipal to county-wide system, etc.) over the history of the agency's transit service, please summarize them. It is not necessary to describe any changes from the past year already noted above. **NA**

- (8) List any significant maintenance or construction issues for any transit-specific facilities, and whether any upgrades or renovations are scheduled for the upcoming year. Describe any expected process towards a new transit facility over the next year, if applicable. **NA**

IV. FARES

This section should document in detail the fare schedule in effect on January 1, 2022. Add a table, if needed.

Adult	Cash	\$1.75
	Token	10 for \$11.00
	Monthly Pass	\$42.00
Student (age 5-senior high)	Cash	\$1.50
	Ticket	10 for \$9.50
	Monthly Pass	\$21.00
	Summer Pass	\$28.00
Senior/Disabled (65+)	Cash	85¢
	Monthly Pass	\$21.00
Child	-----	Free
Paratransit	Cash	\$2.50

- (1) In addition to documenting your January 1, 2022 fares, describe any anticipated changes in fare structure during calendar year 2022 or beyond. Any proposed changes in fare structure must be coordinated with your passenger counting program when the average fare method is used. **No changes planned**

- (2) Describe any fares set for managed care or other agencies, including the name of the agency and the rate. Note if there is an administrative fee taken from the agency fare to cover reporting and other costs associated with these riders. **NA**

V. COST ALLOCATION PLAN

If the transit agency enacts a Cost Allocation Plan to distribute costs through an indirect cost rate charged to a transit assistance grant, please upload a copy of that plan in the Resources section of BlackCat. If your agency only charges direct costs to your federal grants (salary, fringes) or only pays a third-party provider through an invoicing process, no Cost Allocation Plan is required. **The City of Wausau has elected to allocate indirect costs for central services using a DeMinimis rate of 10% per OMB Circular 2 CFR, Part 200.414(f). A fully executed Certificate of DeMinimis Election has been uploaded in BlackCat and is maintained on file.**

VI. PROCEDURES FOR ESTABLISHING 2022 REVENUE PASSENGERS & OPERATIONAL DATA

This section should describe in detail the procedures to be utilized for establishing 2022 revenue passenger trips.

- (1) Revenue passenger trips are determined by (choose one):

- ☒ Actual Count (e.g. automated fare counters, driver logs)
☐ Average-fare method (estimated)

- (2) If the average fare method is to be used, include a schedule of the surveys required to determine the average fare. **NA**

VII. MARKETING/ADVERTISING PLAN

Describe your 2022 marketing and/or advertising plan, including:

We plan to hire a marketing firm to develop a formal plan and provide marketing guidance. Our marketing efforts will include the use of social media, printed materials and informational presentations. We will also pursue initiatives identified by the consultant.

- (1) where promotional materials are posted (newspapers, grocery stores, colleges, community centers, etc.), **On the bus and at locations throughout the City of Wausau.**
- (2) scheduled radio/television advertisements during 2022 **Radio and television advertising will be pursued as recommended by the consultant.**
- (3) utilization of interior or exterior advertising on vehicles. **Advertising is placed in sign racks throughout the bus.**

Also provide any additional information about the marketing tools or advertising methods your

agency has tried in the past (whether successful or not).

VIII. COORDINATION OF LOCAL TRANSIT SERVICES

Detail project coordination accomplished with other providers of transportation in the service area and the applicant's efforts to maximize the integration of existing funding sources with funds being applied for under the Section 5311 program.

- (1) Describe your efforts to coordinate with any other transportation providers (private or publicly-owned) operating within or outside your service area. Efforts may include transfer arrangements, coordination of routes to avoid unnecessary duplication of service, coordination of fare structure, etc. **Two intercity providers use the Metro Ride transit center as a pick-up/drop-off location.**
- (2) Describe coordination efforts with local social service agencies, particularly with those agencies providing services (non-transportation) to low income, minority, non-English speakers, elderly, or disabled clientele. Agencies receiving 85.21 in-kind match must address that coordinated service here. Efforts might include purchase-of-service agreements, establishing routes and schedules based on the transportation needs of agency clients, providing front-door service to the agencies and to traffic generators frequented by their clients (e.g., senior citizen centers, nursing homes, clinics), providing schedules, route maps and other information aids.
 - **Metro Ride coordinates with various agencies to simplify the distribution of fare media and rider information to their clients**
 - **A grocery shopping route serving seven senior housing locations is provided free of charge every Wednesday.**
- (4) Summarize public outreach and involvement activities undertaken during the past year and list the steps taken to ensure that minority persons and individuals with limited English proficiency had meaningful access to these activities.
 - **Shuttle service was provided for the Wausau Hmong Festival**
 - **Rider guides were translated into Hmong and Spanish language formats**
 - **Google Translate was made available on the Metro Ride website.**
- (5) List recent coordination efforts with local businesses or business districts regarding commuter routes or transportation services related to employment or commerce.
None
- (5) Identify any municipal, county or regional transportation coordinating committees on which someone from the transit agency serves. **The transit director is a member of the Marathon County Transportation Coordinating Committee.**

IX. SERVICE AND PERFORMANCE GOALS

Use this section to document your agency's multi-year transit service and performance goals, as required by s.85.20, Wis. Stats. The goals must set annual targets and cover a 4-year period (2022-2025).

(1) Complete the table below:

Estimated Operating Statistics				
	2022	2023	2024	2025
System Expenses	\$3,788,719	\$3,886,578	\$4,080,907	\$4,284,953
Passenger Count	323,087	327,933	334,492	341,181
Passenger Revenue	\$249,363	\$259,003	\$264,183	\$269,467
Revenue Hours	30,228	30,228	30,228	30,228
Population Estimate	38,580	38,580	38,580	38,580
Performance Indicators				
	2022	2023	2024	2025
Expense/Revenue Hour	\$125.34	\$128.58	\$135.01	\$141.76
Expense/Passenger	\$11.73	\$11.85	\$12.20	\$12.56
Revenue/Expense Ratio	6.58%	6.66%	6.47%	\$6.29%
Passenger/Revenue Hour	10.69	10.85	11.07	11.29
Passengers/Capita	8.22	8.34	8.51	8.68
Revenue Hours/Capita	.77	.77	.77	.77

(2) **Provide a short explanation for any projected increases or decreases in these figures.**

For example, an increase in expenses per passenger could be attributed to rising fuel and labor costs. Increases in expected passenger counts should be justified by historical data or expected service or population growth. **All changes are speculative at this point, due to the pandemic. No service changes are currently proposed. However, RLS and Associates is preparing our TDP currently and service modifications may occur in 2023. Salary and wage increases included in the budget are meant to address significant ongoing recruitment and retention challenges.**

(3) List the municipalities/counties used for calculating the population estimate for the "per capita" measures.

Municipality/County	Population Estimate
City of Wausau	38,580

Total:	38,580

A few tips for determining the most accurate population estimate for your service area and calculate the “per capita” figures:

- 1) Agencies operating shared-ride taxi or municipal bus systems should include the entire population for the municipality(ies) that it services. It is not necessary to include the populations of small municipalities that happen to fall within a defined radius (e.g., 5 miles) of the municipality included as part of the service area, although they can be included if they are a significant ridership.
- 2) Municipalities or tribes that are local share partners for the service should have their populations included within the service area, as should any municipalities where a fixed-route or deviated fixed-route system stops regularly but does not contribute local share.
- 3) The full population of a county should not be included within a service area unless the demand-response service covers the entire county.
- 4) Agencies that are headquartered in a municipality outside a federally-defined Urbanized Area (UZA) but offer bus service into the UZA (population over 50,000) should exclude the UZA’s population when preparing its estimate.

X. COMPLIANCE SITE REVIEW ELEMENTS

The following statements address issues identified during WisDOT compliance site reviews (CSRs), which are held to help transit agencies understand the responsibilities tied to the receipt of federal and state assistance grants. Please click the checkbox on either True or False for each item.

You do not need to include these documents, policies or procedures within your application, nor do you have to implement any immediate changes in your system’s procedures before receiving funds.

However, these documents are REQUIRED to meet federal and state regulations regarding transit assistance grants. All items for which you marked “False” should be created and implemented as soon as possible so they are in place before your next CSR. Failing to do so could impact your ability to receive future grants.

Contact CSR Manager Judy Egnor at judy.egnor@dot.wi.gov or 608-266-8968 with questions about these items or on applicable WisDOT document templates.

While FTA Section 5307 recipients are not subject to CSRs, these items are likely to be discussed during Triennial Reviews.

TRUE	FALSE	ITEM
☒	☐	1. The grantee has written documentation regarding general accounting practices, credit card usage, and cash management policies. This documentation may be adopted from the municipal, county, or tribal government.
☒	☐	2. The grantee has a separate transit account, if within a municipal/county/tribal government structure, and that the balances for FTA and WisDOT grants for each year are tracked to ensure no funds from previous grants are used for future operating or capital purchases.
☒	☐	3. The grantee has a written Procurement Policies and Procedures document, or as formally adopted WisDOT's procurement policies.
☒	☐	4. The grantee (not just the third-party provider) has a vehicle replacement schedule that stating when each vehicle within the fleet will be disposed, and that schedule matches their four-year capital plan as listed in the WisDOT BlackCat system.
☒	☐	5. The grantee (not just the third-party provider) has a Vehicle Disposal Guidance document, or formally adopts the WisDOT Disposal Guidance so that FTA-funded vehicles are disposed of properly.
☒	☐	6. If the grantee owns a facility that was constructed with the aid of FTA funds, there is a facility maintenance plan to address how the structure and internal elements of the facility are maintained for maximum useful life.
☒	☐	7. A representative of the grantee receives and reviews a semi-annual vehicle maintenance report and conducts an annual inspection of all vehicles to ensure they are being maintained properly, even if leased to a third-party vendor.
☒	☐	8. The grantee has completed its Title VI Plan, which is posted within the transit system facility, on the subrecipient's web site, as well as cards posted in each vehicle operating the service.
☒	☐	9. The grantee reviews invoices and operation reports from its vendors on a quarterly basis to ensure service amounts and expense are as expected per the original Request for Proposal and any annual local agreement.
☒	☐	10. The grantee has written training manuals regarding Title VI, ADA, safety, and other procedures available for operators, dispatchers and other staff, or has copies of those documents from their third-party provider to ensure training is conducted.
☒	☐	11. The grantee states in promotional information, web sites, as well as ADA plans (for fixed route systems) that <i>reasonable modifications</i> to service will be made to meet the needs of individuals with disabilities.
☒	☐	12. The grantee possesses and follows a drug and alcohol test policy for safety-sensitive employees (typically drivers and supervisors) and has working knowledge of 49 CFR Part 40 & Part 655. If the grantee hires a third-party provider for transit service, it should receive a copy of the provider's drug and alcohol policy.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2022 State Paratransit Supplemental Aid Grant Agreement

Committee Action: Pending

Fiscal Impact: Grant award of \$37,577

File Number:

Date Introduced: July 12, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐	No ☐	
	Included in Budget:	Yes ☐	No ☐	Budget Source
	One-time Costs:	Yes ☐	No ☐	Amount:
	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 State of Wisconsin offers a program of state financial assistance to counties for assistance with costs that recipients incur in providing complementary paratransit service, either directly or indirectly through the use of one or more third parties as a component of its public mass transit system, under Section 85.205, Wisconsin Statutes; and

WHEREAS, Metro Ride submitted an application for 2022 paratransit supplemental aid; and

WHEREAS, the City of Wausau was awarded \$37,577 for providing complementary paratransit service, either directly or indirectly through the use of one or more third parties; and

WHEREAS, your Finance Committee, at their July 12, 2022 meeting, discussed and recommend accepting the grant funding in the amount of \$37,577 for providing complementary paratransit services.

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 2022 State Paratransit Supplemental Aid Grant Agreement between the State of Wisconsin Department of Transportation and the City of Wausau for providing complementary paratransit service, either directly or indirectly through the use of one or more third parties.

Approved:

Katie Rosenberg, Mayor



Grant Agreement

Summary and Signature Page

PARTIES TO THE AGREEMENT

This Grant Agreement ("Agreement") is made by and between the State of Wisconsin Department of Transportation ("Department") and the City of Wausau ("Recipient").

STATE STATUTE AND ADMINISTRATIVE CODE CITATION

Consistent with its authority under Sections 85.20 and 85.205, Wisconsin Statutes; rules set forth in chapters Trans 4, Trans 6 and Trans 8, Wisconsin Administrative Code; the terms and conditions of this Agreement, including those contained in documents incorporated into this Agreement by reference; and the provisions of the Recipient's 2022 Public Transit Assistance Program application ("Application") for state financial assistance, the Department hereby agrees to provide the Recipient with program funds per the terms below.

PERIOD OF PERFORMANCE

January 1, 2022, through
December 31, 2022

AWARD MAXIMUM

Per Attachment A to this Agreement, the Department agrees to pay the Recipient an amount not to exceed **\$37,577**.

This Agreement shall become effective upon its complete execution by the Recipient and the Department.

RECIPIENT

(Attach additional signatures, if required by local regulations, on a separate sheet)

Signature: _____

Name: Katie Rosenberg

Title: Mayor

Date: _____

STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

Signature: _____

Ian Ritz, Chief
Public & Specialized Transportation Section
Division of Transportation Investment Management

Date: _____



Grant Agreement

ARTICLE 1. TERMS OF PAYMENT

- A. Consistent with s. 85.205, Wis. Stats., the Department shall pay the Award Maximum specified in this Agreement to the Recipient, to assist with costs that the Recipient incurs in providing complementary paratransit service, either directly or indirectly through the use of one or more third parties, as a component of its public mass transit system ("Transit System") during calendar year 2022.
- B. In the event sufficient funds are not made available under sec. 20.395, Wis. Stats., the Department will amend this Agreement to reduce payment amount as necessary.
- C. The Department may withhold any and all payments due and owing the Recipient if the Recipient has not submitted any report or other record required under the terms of this Agreement, until such time as the Recipient submits it as prescribed by the Department.

ARTICLE 2. RECIPIENT RESPONSIBILITIES

- A. The Recipient shall provide complementary paratransit service, i.e., comparable transportation service required by the Americans with Disabilities Act of 1990 for individuals with disabilities who are unable to use fixed-route transportation systems.
- B. The Recipient shall submit all program reports, invoices, and other required documents in the manner and form that the Department prescribes.
- C. The Recipient shall pay the total operating deficit of the Transit System as its bills become due. If the Recipient contracts for complementary paratransit service with a third-party transportation provider, the Recipient shall pay the provider consistent with contract terms and actual monthly operating deficits, and shall make payments within thirty (30) days of Recipient's receipt of invoice. The Recipient may reduce payments to the provider by an amount equal to any overpayments made to the third party under this Agreement.
- D. The Recipient shall ensure that the Transit System provides reduced-fare programs for elderly and handicapped persons during non-peak hours. Such reduced fares may not



exceed one-half of the full adult cash fare applicable during peak hours of operation. This requirement is not applicable if the Transit System is a shared-ride taxi system.

- E. The Recipient shall operate the Transit System as outlined in its approved Application. If the Recipient determines that service changes are necessary, it shall obtain written approval from the Department before proceeding with the changes.
- F. The Recipient may not use funds paid under this Agreement for expenditures incurred outside the Period of Performance unless the Recipient has sought prior written approval from the Department and has received such approval from the Department.
- G. The Recipient may not use program monies to purchase service from or make sub-grants to any third party without an attendant written contract, agreement, or purchase-of-service order, that has been prepared and executed consistent with Department procedures and with applicable federal and/or State of Wisconsin procurement requirements. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by Department officials, employees, or designees upon request.
- H. The Recipient shall ensure that the Transit System is managed and operated consistent with the provisions of the Management Plan. If the Recipient wishes to modify the nature of the services that the Transit System provides, it shall so notify the Department in writing, in a manner prescribed by the Department, at least fourteen (14) calendar days prior to implementing the service modification.

If the Department determines that a proposed modification is a "substantive change" to the Transit System and the Department concludes the modification is permissible under state law, the Department shall prepare an amendment to this Agreement and issue it to the Recipient for execution. The Recipient may not implement any "substantive change" until a corresponding amendment to this Agreement has been executed.

If the Department determines that a proposed modification is a "non-substantive change," the Department shall so notify the Recipient, and a formal amendment to this Agreement shall not be required.

Upon receiving either an Agreement amendment or notification of a "non-substantive change" determination from the Department, the Recipient shall update its Management Plan accordingly. The Recipient shall provide the Department with the updated Management Plan in the form and manner that the Department specifies, within fourteen (14) days of receiving either the Agreement amendment or notification of a "non-substantive change" determination.



- I. All materials, equipment, and supplies that the Recipient acquires under this Agreement must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and with all applicable OSHA Standards.
- J. If local public bodies other than the Recipient contribute assistance to the operation of the Transit System, the Recipient shall allocate the state aid received under this Agreement among them in proportion to their contributions.

ARTICLE 3. ACCOUNTING, RECORDS, AND AUDITS

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and state single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. All costs that the Recipient incurs under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the charges. The Recipient, any Recipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Agreement. The Recipient shall be responsible for ensuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.
- C. The Recipient shall retain all accounts and records as required above for a minimum of three (3) years after receipt of final payment under this Agreement, and until the Department completes its audit of Transit System financial activity during the Period of Performance, and shall be available upon request by the Department or its designee for inspection and audit purposes.
- D. In conducting its audit, the Department shall determine the Transit System's eligible operating expenses, revenues, and operating deficit. Such determinations by the Department shall be made in accordance with generally accepted accounting principles



and practices. The Department also shall determine the allowable federal share of the operating deficit.

- E. If the Department's audit establishes that payment to the Recipient under the terms of this Agreement has exceeded the amount for which the Recipient is eligible, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to comply with the maximum allowed under s. 85.205, Wis. Stats., given the Recipient's allowable expenses incurred and revenues received during the Period of Performance.
- F. The Recipient shall permit the Department or its designee access to inspect all vehicles, facilities, and equipment that are acquired with funds provided under this Agreement; all transportation services rendered by the Recipient through the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.

ARTICLE 4. TERMINATION OF AGREEMENT

- A. The Department may terminate this Agreement at any time that the Department Secretary determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Agreement, or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Agreement upon receipt of a written, formal request by the Department at least thirty (30) calendar days prior to the proposed termination date.
- C. In the event that this Agreement is terminated, the Department shall be liable only for state aid payments for services rendered before the effective date of termination.

ARTICLE 5. WHOLE AGREEMENT

All attachments and appendices to this Agreement are incorporated herein by annexation. Further, this Agreement incorporates by reference the entirety of the Recipient's 2022 Public Transit Assistance Program application, including the Management Plan and other documents attached thereto.



Attachment A: Schedule of Payments

Wis. Stats. 85.205 – Urban Mass Transit Operating Assistance Program
– Paratransit Supplemental Aid

Schedule of Payments

Period	Payment Amount	Estimated Payment Date
January 1, 2022 – December 31, 2022	\$ 37,577	June 20, 2022

Attachment B: Department Contacts

Wis. Stats. 85.205 – Urban Mass Transit Operating Assistance Program
– Paratransit Supplemental Aid

Kevin Lange

Public Transit Program Manager
4822 Madison Yards Way, 6th Floor South
P.O. Box 7913
Madison, WI 53707-7913
(608) 266-2365 | kevin.lange@dot.wi.gov

Brian Kierzek

Public Transit Program Manager
4822 Madison Yards Way, 6th Floor South
P.O. Box 7913
Madison, WI 53707-7913
(608) 261-5695 | brian.kierzek@dot.wi.gov



Wisconsin Department of Transportation

www.wisconsin.gov

Division of Transportation Investment Management
4822 Madison Yards Way
6th Floor South
P.O. Box 7913
Madison, WI 53705

2022 85.205 Paratransit Supplemental Aid		
Recipient	Tier	Amount
Milwaukee County	A1	\$ 1,644,785
City of Madison	A2	\$ 509,222
City of Appleton	B	\$ 97,159
City of Beloit	B	\$ 27,010
City of Eau Claire	B	\$ 64,373
City of Fond du Lac	B	\$ 18,758
City of Green Bay	B	\$ 81,167
City of Janesville	B	\$ 41,874
City of Kenosha	B	\$ 86,479
City of La Crosse	B	\$ 79,489
City of Monona	B	\$ 2,339
City of Oshkosh	B	\$ 55,742
City of Racine	B	\$ 96,394
City of Sheboygan	B	\$ 46,537
City of Superior	B	\$ 18,761
City of Waukesha	B	\$ 91,726
City of Wausau	B	\$ 37,577
Bay Area Rural Transit Commission	C	\$ 35,084
City of Manitowoc	C	\$ 29,680
City of Platteville	C	\$ 6,346
City of Stevens Point	C	\$ 21,360
Dunn County Transit Commission	C	\$ 4,568
Menominee Indian Tribe of Wisconsin	C	\$ 4,170

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



Master Subscription Agreement

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

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

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

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

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

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

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

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

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

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

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

2. **Ordering and Scope**

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

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

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

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

3.3. Restrictions. Client shall not:

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

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

4. Payment

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

5. Representations, Warranties and Disclaimers

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

6. Confidential Information

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

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

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

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

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

7. Term and Termination

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

8. Limitation of Liability

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

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

9. Indemnification and Insurance

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

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

9.3 Insurance:

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

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

All policies shall comply with the following requirements:

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

10 General

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

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

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

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

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

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

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

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

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

Granicus

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

City of Wausau, Wisconsin

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

Attachment(s): Exhibit A (Proposal)



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

THIS IS NOT AN INVOICE – EXHIBIT A

Order Form
Prepared for
Wausau, WI

Granicus Proposal for Wausau, WI

ORDER DETAILS

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

ORDER TERMS

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

PRICING SUMMARY

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

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

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

Communications Cloud Tier:
for up to 25000 subscribers.

FUTURE YEAR PRICING

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

PRODUCT DESCRIPTIONS

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

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

INTENTIONALLY LEFT BLANK

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

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

TERMS & CONDITIONS

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

BILLING INFORMATION

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

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

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

Exhibit B: Help Desk Services and Availability

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

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)

Emergency Support is available 24/7

Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: subscriberhelp.granicus.com
- Email: subscriberhelp@granicus.com
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on four (4) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
Level 1	Emergency. Incident represents a total outage; the product is unavailable or not accessible for use	• govDelivery's admin.govdelivery.com is down or all sending is significantly delayed • govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware • govAccess website is unreachable by public users	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	• govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers • Site operational but govMeetings modular functionality is non-operational • govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code	Within four (4) hours of notification by the customer of occurrence

Level 3	Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	- govDelivery system not connecting to social media, single customer app/feature help, or database requests - govMeetings system files won't upload, or text not rendering - govAccess website works but there are problems with presentation	Within one (1) business day of notification by the customer of occurrence
Level 4	Low Impact. Incident that has a limited business impact and requests can be scheduled.	- Programmatic change to back-end or front-end to improve efficiency - Distribution of all patches and upgrades	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
 - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.

- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

SCHEDULED MAINTENANCE

govDelivery. Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.

govMeetings. Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

govAccess. Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

govService. Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

All Solutions. Notifications and additional scheduled maintenance will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.

HARDWARE REPLACEMENT

For hardware issues requiring replacement (where applicable), Granicus shall respond to the request made by the customer within one (1) business day. Hardware service repair or replacement will occur within four (4) business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the customer informed regarding the time frame and progress of the repairs or replacements.

REQUEST FOR PROPOSAL



City of Wausau and Marathon County Website Refresh

PROPOSALS MUST BE RECEIVED

NO LATER THAN 4 P.M., CDT, Friday, October 15, 2021

FOR FURTHER INFORMATION, PLEASE CONTACT THE PROJECT MANAGER:

Troy Krezine

CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION

407 GRANT STREET

WAUSAU, WI 54403-4783

(715) 261-6700

Request for Proposal Table of Contents

- I. Solicitation
- II. Desired Outcome and Requirements
- III. Instructions for Responding to this RFP
- IV. Required Contractual Conditions

I. Solicitation

The City-County Information Technology Commission (CCITC), which provides IT services to Marathon County, the City of Wausau and North Central Health Care, is requesting proposals for new websites for the City of Wausau and Marathon County as well as some connected websites.

CCITC reserves the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to CCITC. The contract shall be awarded in accordance with the terms and conditions of the procurement codes for the city and county. This solicitation may be canceled if doing so is determined to be in the best interests of CCITC. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

A. Schedule of Events

- i. RFP Released September 16, 2021
- ii. Proposal Due Date October 15, 2021
- iii. Evaluation Period October 18 – October 29, 2021
- iv. Contract Negotiation November 8 – November 22, 2021
- v. Contract Signed December 6, 2021

B. Evaluation of Proposals

The evaluation of proposals will be based on the following (sequence does not imply importance):

- i. 20% Cost up front and costs ongoing
- ii. 40% Fit with requirements and environment
- iii. 15% Record of performance on similar project
- iv. 15% Project approach and proposed schedule
- v. 10% Firms economic and technical resources

II. Desired Outcome and Requirements

A. Primary purpose

- i. Provide the City of Wausau and Marathon County with modern websites and functionality that allows less manual effort to maintain, secure, and is extensible

B. Project Drivers

- i. Provide intuitive, easy-to-use interface for content contributors to create/update web content.
- ii. Functional, appealing, service-based, and responsive website design that allows easy access from all devices, with a focus on mobile design (phone and tablet).

- iii. Leverage newer technologies to improve search, navigation, and self-service such as knowledge base/AI and chatbot functionality.

C. Sponsors and Team

i. Project Executive Sponsors

- 1. Katie Rosenberg – Mayor, City of Wausau
- 2. Lance Leonhard – County Administrator

ii. Project Team

- 1. Troy Krezine – IT Manager
- 2. Subject Matter Experts at CCITC, the City of Wausau and Marathon County

D. Project Scope

Note: Page Counts do not include Admin pages or 'Individual' Announcements or Calendar Items

i. Sites in scope Marathon County

- 1. Marathon County (MAR)
 - a. <https://www.co.marathon.wi.us/>
 - b. Current Published site - 744 Pages
 - c. New Site – 350 pages
 - d. Storage – 12 GB
- 2. Website for Marathon County and surrounding counties
 - a. <https://www.imcentralconsortium.org/>
 - b. 39 Pages
 - c. Storage – 1 GB
- 3. City County IT (CCD) -
 - a. <https://www.citycountyit.org/>
 - b. 11 Pages
 - c. Storage – 1 GB
- 4. Wisconsin Central Time News
 - a. <https://wisconsincentraltimenews.com/>
 - b. 4 Pages (plus articles)?

ii. Sites in scope City of Wausau

- 1. City of Wausau (WAU) -
 - a. <https://www.ci.wausau.wi.us/>
 - b. 439 Pages
 - c. Storage 9 GB
- 2. Wausau Community and Economic Development (CDV)
 - a. <https://www.wausaudevelopment.com/>
 - b. 82 Pages
 - c. Storage – 1 GB
- 3. Riverview Terrace (CDV/CGA?)
 - a. <https://www.riverviewterracewi.com/>
 - b. 7 Pages
 - c. Storage – 1 GB

E. General Website Requirements for all sites

- i. All sites will be rolled into 2 larger sites: one for Marathon County and one for City of Wausau
- ii. All specified content from existing sites must be migrated to new sites including historical documentation, agendas, minutes, forms, pictures, video as required by open record laws
 1. If contract has limit on what vendor will migrate specify limits and what is included with contract
- iii. High Level Features requested
 1. Vendor platform should have the following standard features of a modern CMS (features may be called out in detail below)
 - a. storing
 - b. application marketplace
 - c. indexing
 - d. custom and supplied content templates
 - e. search and retrieval
 - f. format management
 - g. revision control
 - h. access control
 - i. publishing
 - j. reporting
 - k. SEO-friendly URLs
 - l. social media integrations
 - m. customizable templates to manage content presentation
 - n. permission-based access control
 - o. user and group functionality
 - p. content organization structures, e.g. hierarchy and taxonomy
 - q. content virtualization
 - r. versioning, approvals, and workflow management
 - s. collaboration platform
 - t. delegation between user groups
 - u. multilingual support
 - v. integrated file managers
 - w. integrated audit logs
 - x. install and upgrade wizards
 - y. compliance with website and accessibility standards
 - z. functionality across several user platforms – including mobile devices and major browsers (Chrome, IE, Safari, Firefox, etc.)
- iv. Cloud Hosted / SaaS is required
- v. Site design must assist to meet and maintain ADA requirements. - minimum AA grade (Chapter 5 - Website Accessibility Under Title II of the ADA, and Section 508 of the Rehabilitation Act)

F. Environments

- i. Vendor will create at minimum 2 environments for each site (Test/Stage and Production)
- ii. Defined process delivered that allows Stage to Prod and Prod to Stage to ensure environments content and changes can be promoted to production, and if necessary, Stage over-written with Production to ensure Staging is consistent

G. Support for Search Engine Optimization / Analytics

- i. Website Analytics: Google analytics must be integrated site wide.
- ii. Currently our web site has excellent search rankings; usually leading visitors to our site within the first few results listed. We desire to maintain or surpass our current positions.
- iii. The site must be built to be easily crawled by search engines and place a strong emphasis on SEO.
- iv. The CMS must include the ability to alter title tags, keywords, meta descriptions, alt tags, and headers.

H. Calendar Support

- i. Calendaring system that provides for multiple individual calendars that can also be rolled up into one calendar or stand alone
- ii. Calendars should have options for different views
- iii. Focus on ease of use for users
- iv. Ability to access meeting packets, meeting links and associated data for calendar events
- v. Ability to download ICS for import into personal calendar

I. Editing

- i. Provide necessary templates to allow content contributors to easily create the various content types required for the site
- ii. Ability to version content and revert to prior versions
- iii. Ability to stage and expire content by date and time
- iv. Site Administrators have the ability to add new pages and add to website navigation while maintaining ADA compliance and maintain consistency
- v. Editing of content should be controllable to ensure ADA compliance
- vi. Automated expiration of content and notifications on removal

J. Email And Communications Management

- i. Website should provide visitor with the ability to subscribe and unsubscribe to a variety of opt-in email lists, such as email newsletters, announcement lists, or discussion groups.
- ii. Ability to integrate lists with marketing services such as Constant Contact or MailChimp
 - 1. If support for 3rd party marketing services is not included, vendor will break out costs associated with the services offered

2. Vendor will post all pricing for different tiers of usage for email and SMS outgoing communications
- iii. Ability to subscribe via SMS and Email to any committee, council, board or task force so that subscribers receive notice of meetings, changes to meetings, Agendas, Packets, minutes, and Webex and video streams as they are posted
- iv. Ability to send out email blasts to distribution list.
- v. Ability to integrate with Everbridge for alerts
- vi. Ability to easily post emergency notices to the homepage (global banner to all child pages)
 1. Needs to be quick and easy
 2. Mobile enabled

K. Images and Video

- i. Centralized image and photo libraries for managing website assets
- ii. Support for Youtube iFrame to show our videos on the site without hosting content
- iii. The ability to have the system automatically resize images and photos into web-friendly sizes -- Preferably during the upload process.
- iv. The ability to create thumbnail images of photos and images automatically without using its full size.
- v. The ability to create photo albums/galleries that can be embedded into webpages.
- vi. Provide the ability to attach captions to photos.

L. Integrations

- i. Where applicable integrate with Workday ERP or provide links to Workday portal for services engagements
- ii. Ability to integrate with Laserfiche Forms via SDK or API
- iii. Integrate with Taleo (Job Posting)
- iv. Integrate with Point and Pay payment systems for purchasing permits, maps and marketing items
- v. Ability to embed other sites/applications into the website (iFrame).
- vi. Restful or SOAP API in JSON preferred or XML formats
- vii. Allow access to other sites hosted in our data center or online without leaving City or County site to provide seamless browsing experience to users
 1. <https://ascent.co.marathon.wi.us/AscentLandRecords/PropertyListing/RealEstateTaxParcel#/Search>
 2. <https://maps.co.marathon.wi.us/Html5Viewer/index.html?viewer=ExternalMapsNew>
 3. <https://secure.rec1.com/WI/marathon-county-parks-recreation-and-forestry/catalog>

M. Language Support

- i. Sites should allow for multiple language translations (Google Translate)

N. Adaptable custom form workflows

- i. Custom forms can be created on site

- ii. Input from forms should be available to start other processes or notifications to departments (API integrations)

O. Forms

- i. Provide the ability to create data entry forms that send email notifications or API puts/gets
- ii. Provide the ability to create data entry forms that update an internal database
- iii. Provide the capability of creating online surveys
- iv. Provide the ability to process payments tied to forms. Several payment gateways are in use and changes with Workday ERP will be implemented
- v. Provide workflow engine to route forms for approvals
- vi. Provide reporting on forms submissions with security so that only staff in the department using specific forms see reports on their form submissions.

P. Security

- i. Single Sign-On connecting to existing Azure Active Directory (SAML)
- ii. Two-Factor Authentication
- iii. Multi-tiered security to allow for different roles and responsibilities among users down to individual content sections to ensure content can only be changed by authorized users
- iv. Sites will need to comply to all security standards including but not limited to HIPAA, PII, PCI, CJIS
- v. If encryption at rest is available for data types that require, please note that in RFP response

Q. Search, Virtual Assistants, Knowledge Base

- i. Chatbot/Virtual Assistance
- ii. Embedded Knowledge base
- iii. AI for improving navigation and self-service
- iv. Search engine that stays within the boundaries of the site and approved embedded sites to ensure results do not re-direct

R. Training

- i. The proposal must include the billable rate and an estimate of the time necessary to train content editors
- ii. If training is included, please disclose all included training

S. Support and included updates

- i. Annual maintenance fees must be disclosed and include:
 - 1. Costs of storage provided and limits under plan tier.
 - 2. Annual hosting fees. If tiered, description of costs for each.
 - 3. Design refreshes included. If any, typical interval implemented.
 - 4. Costs associated with maintaining security and compliance.
 - 5. Billable hourly rate for support over agreed implementation costs.
 - 6. Description of what work is billable and what is under support.

T. Retention

- i. Documents on site must be retained under applicable laws and regulations (7 years for meeting, agenda, minutes and packets)
- ii. Vendor should have a mechanism for removing content based upon date and other rules, or process that reports on content that has expired

U. Support SLAs and Uptime agreements

- i. State what your uptime SLA is.
- ii. State what your RTO and RPO are for hosted sites.
- iii. State SLAs for responding to support issue/tickets. If based upon severity, please include each severity level and corresponding SLAs.
- iv. State what your standard support business hours are.
- v. State what after business hours support options are and if there are additional costs.
- vi. Please describe maintenance downtime, length, and typical frequency of these activities (monthly, quarterly etc.).

V. Back-ups

- i. Vendor should exhibit the ability to be highly available and sites recoverable

W. Disaster Recovery

- i. Describe your proposed DR approach.

X. Systems Architecture

- i. Vendor Supplied – Not in scope

Y. Documentation

The offeror shall provide user documentation including, but not limited to:

- i. Detailed system training manuals which thoroughly explain setup, use and maintenance of the system.
- ii. If on-premise only: Installation instructions for all software components, including client computers, network servers, peripheral devices, instrumentation, databases and any other contractor supplied utilities or existing customer assets which are required for the solution

Z. Warranty

The contractor must provide a one (1) year warranty period which will begin when the system is accepted by CCITC. The contractor shall warrant all software provided to be free of defects during this one-year period. Any repairs or "bug fixes" required during this period will be made at no expense to customer.

AA. Project Management

The proposal should include what your experience has shown to be a realistic delivery and implementation schedule. The schedule should not be dated but should break out the implementation schedule in terms of weeks following contract signing. The schedule should show periods of performance and milestones for deliverables. Tasks to be

performed by you, as well as by CCITC, should be specifically stated and included in the schedule.

BB. Contract Terms and Conditions

Standard contract terms as outlined in Exhibit A shall be incorporated into the final agreement between CCITC and Requestor, if those terms are applicable.

III. Instructions for Responding to this RFP

A. Executive Overview

Provide a synopsis of the proposal. The synopsis shall contain a brief statement of the features of the proposal. It should include an overall cost summary and general recommendations and conclusions.

B. Main Content

Detailed explanation of solution including how each requirement will be met.

C. Costs

D. Corporate Data

Furnish a detailed background of your company's experience providing these services. Finalists may be required to furnish the company's most recent annual report and the last two years annual financial statements for proof of financial solvency.

E. Contact Person

Provide the name and phone number of the person to whom the CCITC staff should address questions about the proposal.

F. References

- i. Provide at least three (3) customer references with whom you have contracted or for whom you have performed similar services. If similar services were performed in Wisconsin, identify other projects by your firm or third parties that have not been specifically addressed elsewhere in your proposal.

G. Responsibility

- i. It is the responsibility of all proposers to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. If you discover any ambiguity, inconsistency, or error in the RFP, you must notify Troy Krezine, City-County Information Technology Commission, 407 Grant Street, Wausau, WI, 54403-4783 in writing. Only interpretations or corrections of the RFP made in writing by the CCITC are binding. You shall not rely on interpretations or corrections made in any other way. All requests for interpretations or corrections must be received by the CCITC no later than ten days prior to the deadline for submitting proposals. Request for interpretations and responses will be sent to all vendors obtaining the proposal documents.

H. Submission of Proposals

- i. An electronic copy of all proposal materials should be included on a Thumb Drive.
- ii. RFP responses will be required to have separate responses and estimates for the City of Wausau websites, and a separate response and estimates for Marathon County Websites
 1. Each entity must be treated separately for all responses related to this RFP
- iii. The proposal must be received by the CCITC by 4:00 p.m. CDT on Friday October 15, 2021. Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected. It must be addressed to:
Troy Krezine - Project Manager
Troy.Krezine@co.marathon.wi.us
Project Title: City County Vendor Website Redesign
City-County Information Technology Commission
407 Grant Street
Wausau, WI 54403-4783
(715) 261-6718
- iv. The following notation must appear in the lower left-hand corner of the envelope or other container: City/County Website Redesign.

I. Liability for Response Development

CCITC is not liable for any costs incurred in responding to this RFP or in any presentation.

J. Restrictions of Proposals

Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become the property of CCITC. This Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, the CCITC will notify the proposer of any request for such documents and shall defend non-disclosure of the documents as allowed by law. The proposer shall cooperate with CCITC in any such defense and agrees to indemnify and hold CCITC harmless for any costs of such defense.

K. Costs

Respondents must provide itemized and total costs of proposed services.

- i. Itemized costs should include but not be limited to:
 1. Software license
 2. Site configuration
 3. Data conversion
 4. Training
 5. Annual Support/Maintenance
 6. Customizations
 7. Travel - if applicable

- ii. Vendor should itemize pricing for individual modules that may or may not be selected

L. RFP Exceptions

Requestor shall include a specific and clear section titled RFP Exceptions that shall identify each and every item in the RFP to which Requestor is not able to meet in total or in part.

Exhibit A - Required Contractual Conditions

The contractual terms and conditions outlined below shall be included in any agreement between CCITC and Offeror unless CCITC determines that a specific term and condition is not applicable.

1. Separate contracts will be provided for the City Of Wausau, WI, and for Marathon County, WI
2. Offeror shall provide to CCITC copies of any proposed contracts and agreements.
3. Each contract will state clearly that the RFP and the vendor's RFP response are all included as part of the agreement.
4. Each contract shall be governed by the laws of the State of Wisconsin.
5. All products generated as a result of this RFP and resulting contract shall become the sole property of Marathon County, City of Wausau and CCITC
6. The successful offeror shall not assign any part of its interest in any resulting agreement without the prior written consent of CCITC. Any assignment of the contract or of a subsequent service agreement must allow for Marathon County, City of Wausau, and CCITC to terminate the agreement within 90 days of assignment with no penalties to Marathon County, the City of Wausau, and CCITC.
7. Software maintenance increases shall be limited to no more than CPI+1% over the previous year.
8. There will be performance penalties agreed to during contract negotiations which will penalize the vendor if milestones are not met on time or scope. If offeror cannot agree in principle now to these penalties, this must be clearly identified in the RFP exceptions section of offeror's response.
9. Any license granted pursuant to this RFP and subsequent agreement must allow and include a license to use and the costs to set up a test environment
10. The resulting contract shall define a Final Acceptance date the date after go-live by which all critical and significant issues are to be resolved.
11. Any software maintenance shall have the first year included.
12. Software maintenance starts at Final Acceptance – not installation or the go-live dates.
13. The successful offeror will specify in the contract that the product will be sold and supported for at least 3 years from purchase

14. PCI Compliance – If the solution offers credit card payments, or partners with third party for credit card payments – explain your PCI security practices, provide the most recent audit showing PCI compliance and identify your method to have your environment certified annually.
15. The contract will specify that CCITC will be provided all of our data in a csv format at no cost within 5 business days of us requesting it when the contract is terminated, plus at least once annually (so that the export is tested annually). If applicable, photos will be in jpg format, videos in mp4 format, and audio in an industry standard format (not AAC).
16. The contract will specify that we will be notified of any information breach in the vendor's network within 48 hours, regardless if it is on our servers or on other customers'.
17. Incurred Expenses: There shall be no express or implied obligation for the CCITC to reimburse Respondents for any costs or expenses incurred in preparing Proposals in response to this RFP, and the CCITC will not reimburse Respondents for these costs or expenses, nor will the CCITC pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The CCITC is not responsible for any cost(s) incurred by a Respondent in preparing and/or submitting a Proposal in response to this RFP. The CCITC will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and Services.
18. Ownership of Data and Transition: Any and all CCITC, City, and County data stored on the Contractor's servers or within the Contractor's custody, is the sole property of the CCITC, City, and County. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy, or reproduce the CCITC, City, and County data in any manner, or provide to any entity or person outside of the CCITC, City, and County without the express written authorization of the CCITC, City, and County.
19. The contract will specify that the solution will have a security audit annually and that the report will be provided to CCITC within 1 month of receipt at no charge. The report will also include the vendor's plans and schedule to mitigate any issues identified. The vendor will keep us informed of the resolution of the identified risks at least every month until resolved.
20. Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.
21. The payment structure will be no more than 20% of the license up front. The Respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. CCITC will withhold retainage from each milestone, with final payment of 30% being made upon Final Acceptance of the system by CCITC.
22. Taxes: CCITC, Marathon County, and City of Wausau, and their respective departments, are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

23. Insurance Requirements: Offeror shall not commence work under any agreement until all insurance required is obtained, , nor shall offeror allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

- a. Offeror shall maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, offeror shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by offeror.
- b. General Liability, Professional Liability and Property Damage Insurance. Offeror_ shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by offeror, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
 - Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
 - Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.
 - Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
 - Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.
- c. CCITC reserves the right to require higher or lower limits where warranted.
- d. Proof of Insurance: Offeror shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Offeror meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager for approval prior to the execution of any resulting contract. Upon renewal of the required insurance, and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name Marathon County as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

24. Cancellation/Termination: CCITC shall reserve the right to:

- a. Nonappropriation of Funds: Cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- b. Terminate this contract, for CCITC's convenience, at any time by a notice in writing from CCITC to offeror by certified mail. If the Contract is terminated by CCITC as provided herein, offeror shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of offeror covered by this Contract, unless payments of compensation have previously been made.
25. Contract Modifications: The scope of the services to be performed under any resulting Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent CCITC from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from offeror hereunder. Furthermore, this amendatory provision shall not operate to prevent CCITC from canceling any of the services not yet performed or any deliveries not yet made at the time notice is given to offeror of the cancellation of such services or portion of the work to be performed hereunder.
26. Patent Infringement: Offeror shall guarantee any articles provided were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein shall not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against CCITC (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
27. Public Records Access: CCITC, Marathon County, and the City of Wausau are subject to the Wisconsin Public Records Law. It is the policy of these entities to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.
28. Proprietary Information: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is offeror's responsibility to defend the determination in the event of an appeal or litigation.
- a. Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of CCITC.
 - b. Any material submitted by offeror in response to CCITC's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that

particular information. Proposal prices cannot, under any circumstances, be held confidential.

- c. In the event CCITC becomes involved in litigation due to offeror's refusal of permission to release information identified as confidential or proprietary, Offeror agrees to indemnify, defend and hold harmless CCITC for any costs associated with said litigation.

- 29. Confidentiality of Data: In the event work conducted under this contract requires offeror to have access to CCITC's databases via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, offeror agrees to keep all such data confidential and to execute any reasonable agreement to assure CCITC that offeror will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon offeror or its agents, employees, successors, assigns or subcontractors. offeror shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by offeror, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.
- 30. Promotional Advertising/News Releases: Reference to or use of CCITC, the City of Wausau, Marathon County, any of their departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of CCITC. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization.
- 31. Mutual Hold Harmless/Indemnification: Offeror shall agree to release, indemnify, defend, and hold harmless Marathon County, the City of Wausau, and CCITC, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Offeror's officers, officials, employees, agents or assigns.
- 32. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 33. Gratuities and Kickbacks: It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

34. Dispute Resolution: If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

35. Independent Contractor Status: The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Marathon County. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of CCITC, the City of Wausau, or Marathon County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by CCITC on behalf of the Contractor. Neither Marathon County nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venturer with, or partner of, CCITC.
36. Non-Debarment Clause: Offeror hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Offeror further agrees and certifies that this clause shall be included in any subcontract of this contract. CCITC also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.
37. Statement of Compliance: Offeror will agree that it has carefully reviewed CCITC's required contract language, as set forth in the Request for Proposal pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold

harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.

38. Waiver/Severability: No waiver of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.
39. Response to Open Record requests during the RFP process - Sec. 3.05(2)(d), of the Marathon County Procurement Code, provides that: "No proposal shall be handled so as to permit disclosure of the contents of any proposal to any competing offerors during the process of negotiation. "Upon completion of contract negotiations, the contents of proposals, ranking tabulations of proposals and the register of proposals, kept by the county's purchasing agent, shall be made available for inspection upon request. In accordance with sec. 3.05(2)(f), Procurement Code, Marathon County reserves the right to commence negotiations with one or more offerors whose proposals it deems to be most advantageous to the county. Only the identity of those offerors shall be subject to disclosure to competing offerors prior to completion of negotiations. However, Marathon County reserves the right to negotiate with any offeror at any time within the time specified for the validity of offers or proposals.