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:	**Wednesday, August 12, 2020 5:15 PM**
Location:	**City Hall (407 Grant Street) - *Council Chambers**
Members:	Lisa Rasmussen, Michael Martens, Dawn Herbst, Deb Ryan, Sarah Watson

AGENDA ITEMS

1. Minutes of the previous meeting(s). (7/28/20)
2. Discussion and possible action regarding sole source purchase Daiken McQuay Roof Top Chiller City Hall $73,000
3. Discussion and possible action regarding rent adjustment to Wausau Flying Service due to the COVID safer at home closure
4. Public Hearing on the 2020 Edward Byrne Memorial Justice Assistance Grant
5. Discussion and possible action regarding resolution approving agreement between the City of Wauau and Marathon County JAG Grant for the 2020 Byrne Justice Assistance Grant Program Award
6. Discussion and possible action regarding budget modification Great Lakes Cheese demolition project $12,000 due to extra soil removal and silt fencing to meet DNR remediation requirements
7. Discussion and possible action regarding budget modification to allocate $110,000 from Parks Swimming Pool operating budgets to playground replacement program
8. Discussion and possible action regarding budget modification for local share funding of Assistance to Firefighters Grant Automated CPR Devices
9. Discussion and possible action on statement for purposes of ADA Title II compliance
10. Discussion and possible action on contract for residential inspection services with Town of Rib Mountain
11. Discussion and possible action on contract for commercial inspection services with Town of Rib Mountain
12. Discussion and possible action authorizing engagement of additional services with ACT Services and related budget modification
13. Discussion and possible action on issuing a Request for Proposals for towing services

Adjourn

Lisa Rasmussen, Chairperson

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. The **Access Code is: 146 089 6283 Password: R2ntdJQWH87**

Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet by https://waam.viebit.com/?folder=ALL, on the City of Wausau's YouTube Channel http://www.tinyurl.com/WAAMedia, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at https://tinyurl.com/WausauCityCouncil. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 8/06/20 at 2:45 pm

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

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

FINANCE COMMITTEE
Date and Time: Tuesday, July 28, 2020 @ 5:15 pm., Council Chambers
Members Present Rasmussen, Martens, Herbst, Watson, and Ryan (*WebEx)*
Others Present: Groat, Rosenberg, Kremer, Bliven, Kujawa, Splinter
Jon Trautman, Clifton Larson LLC and Phil Cosson, Ehlers & Associates, via WebEx.

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

Minutes of the previous meeting(s). (7/14/20)
Motion by-Herbst, second by Martens to approve the minutes of the previous meeting on 7/14/20. *Ryan indicated she would abstain from voting.* Motion carried 4-0-1.

Discussion and possible action 2019 audit presentation Clifton Larsen LLC
Jon Trautman from Clifton Larson, reviewed the audit letter provided to the City which summarized the audit findings and the opinion issued on the financial statements. MaryAnne Groat noted that all of the audit information was not in the committee packet online, as it would be too large, but the hard copy book was provided to the committee members at the last meeting. *The presentation can be viewed on YouTube via the following link:* https://www.youtube.com/watch?v=IEWRX3obYcA

Trautman also reviewed the 2019 Comprehensive Annual Financial Report (CAFR). (*Available on the city's website:* https://www.ci.wausau.wi.us/Portals/0/Departments/Finance/Documents/2019CAFRWebFinal.pdf)

Trautman concluded the City of Wausau received a high rating of excellence in its audit.
Report placed on file.

Discussion and possible action regarding budget modification Police Department
Rasmussen stated this if to correct a budget error. Groat explained departments input their budgets into an application with an Excel spreadsheet and can make changes to it until a specific point in time. They typically do two years at a time with a plan for the following year. She indicated she thinks she transferred 2020 budget to the Mayor's Executive Budget before they were done with the account. She stated the Police Department intended to spend $150,000 and they have $150,000 of expenses that they have line itemed but their budget only says $108,000. She proposed taking $43,000 out of the CSO wages for staffing events that were canceled and move it into the capital budget.

Motion to approve by Herbst, second by Watson to approve the budget modification for Police Department. Motion carried 5-0.

Discussion and possible action regarding resolution providing for the sale of approximately $5,445,000 General Obligation Promissory Notes, Series 2020D
Groat explained the debt issuance for 2020 was set into motion when we adopted the budget in November 2019. The Capital Budget and Tax Increment Budgets were all approved in 2019 and the financing sources were established. She reviewed the debt plan in detail. The promissory note is a 10 year issue with level principal and interest payments; and refinancing of an already existing debt with level principal and interest payments over 15 years. She stated these issues will not increase or create an impact to the levy. The debt outstanding will decrease by a small amount this year; in 2020 approximately $17 million of debt will be retired, but will be adding $15 million, so the net reduction in outstanding debt for GO and the Anticipation debt would be $1,900,000.

Phil Cosson, Ehlers & Associates, discussed the timing of selling the notes and taking advantage of very low interest rates. He stated the city has retained the AA3 rating from Moody's.

Motion by Martens, second by Herbst to approve the GO Promissory Notes, Series 2020D. Motion carried 4-1 (*Ryan was the dissenting vote*)

Discussion and possible action regarding resolution providing for the sale of $6,740,000 Taxable General Obligation Refunding Bonds, Series 2020E

Motion by Martens, second by Herbst, Motion to approve the GO Refunding Bonds, Series 2020E. Motion carried 4-1. (*Ryan was the dissenting vote*)

Discussion and possible action regarding June 2020 General Fund financial statement

Groat reported the City's revenues and expenses reports look good at this point. She noted there is a continuing lag in licenses due to the restaurant and bar establishments struggling with reopening and bartenders not working. The narrative can be accessed: https://www.ci.wausau.wi.us/Portals/0/Departments/Finance/Documents/June2020GF.pdf

Report placed on file.

Discussion and possible action regarding special event fee refunds due to COVID cancellations

Rasmussen stated the city charges for the processing of special event permits, however, most events were cancelled for 2020.

Motion by Watson, second by Herbst to approve special event fee refunds. Motion carried 5-0.

Adjourn

Motion by Watson, Second by Herbst to adjourn. Motion carried unanimously. Meeting adjourned at 6:08 p.m.

CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING $5,000

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

1. Sole source purchase under $5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of $5,000 to $25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding $25,000 must be approved by the Finance Committee.

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

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

   Install a direct replacement of 170 ton Daiken McQuay roof top chiller on City Hall, by Master Building Solutions. By installing the same manufactured chiller I would not have to rebuild or add to roof top framing structure to support the new chiller, nor would we have to run new piping for the chilled water back to the air handler.

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

Daiken McQuay air cooled chiller Model AGZ 170 E; to be used to replace the existing chiller for City Hall.

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

   We received a quote from a Trane supplier but the Trane unit or any other unit will not fit the existing support frame. Having to remove the existing frame and install a new frame will significantly increase the cost of installation.

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

   Contacted both Daiken McQuay and Trane dealer in which we met on site to field measure for install

5. How did you determine that the sole source vendor's price was reasonable? Received comparable quotes from competing vendor on existing chiller for replacement. The costs for the chiller were similar.

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

- ☐ Product or vendor is uniquely qualified with capability not found elsewhere.
- ☐ Urgency due to public safety, serious financial injury or other. (explain)
- ☐ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- ☐ Lack of acceptable quotes or bids.
- ☒ Product compatibility or the standardization of a product.
- ☐ Continuation of a phased project.
- ☐ Proposal development is uneconomical.

Department: Maintenance DPW

Preparer: Brian Bartkowiak

Vendor Name: Masters Building Solutions

Expected amount of purchase or contract: 73,000.00

Department Head Signature: Eric [signature]	***Date:*** 7-28-20

Finance Director Signature: [signature]	***Date:*** 7/30/2020

Proposal

(Valid for 30 days from Proposal date)

Prepared For:
Brian Bartkowiak @ Wausau City Hall

Date: June 22, 2020

Proposal Number: T6-25400-2

Job Name:
Wausau City Hall Chiller

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Ascend (TM) Air-Cooled Chiller Model ACS (Qty: 1)

Item	Tag(s)	Qty	Description
A1	ACS-Base	1	Ascend (TM) Air-Cooled Chiller Model AC

Product Data - Ascend (TM) Air-Cooled Chiller Model ACS

Item: A1 Qty: 1 Tag(s): ACS-Base

Air-cooled scroll chiller
Unit startup byTrane
180 Nominal tons
Scroll with variable volume ratio
460V/60Hz/3 phase
Standard noise
UL listed to US & Canadian safety std
Pressure vessel code N/A
Refrigerant charge R-410A
AHRI certified
ASHRAE 90.1 - 2016
Standard cooling (above 40degF)
Brazed plate heat exchanger (standard size)
Fluid type = ethylene glycol
Grooved pipe connection
Flow switch set point 45
Factory insulation - 0.75 inch
Standard ambient (32-115 deg F)
Aluminum micro channel
EC condenser fan motors
Across-the-line-starter
Single point unit power connection
Terminal block
Default short circuit rating
BACnet interface
Elastomeric isolators

Notes:

- **This proposal DOES NOT INCLUDE installation, rigging, glycol, pumps, controls integration, spare parts, or owner training.**
- **Unit supplied with BACnet, elastomeric isolators, flow switch, factory startup, and strainer.**
- **A weighted sound pressure = 72 dBA**
- **Estimated FOE Rebate = $2,500**

MASTERS BUILDING SOLUTIONS

La Crosse Office
1219 Caledonia Street
La Crosse, Wisconsin 54603
Phone (608) 782-7030 FAX (608) 782-7031

June 23, 2020

Proposal Number: W3-344 (Rev 1)

PROPOSAL

Customer: City of Wausau
Attn: Brian Bartkowiak

JOB NAME: City Hall Chiller Replacement
Wausau, WI

Delivery Terms: F.O.B Origin
FFA to First Destination

Engineer: None

Payment Terms: Net 30 Days

Attached herewith is a list of equipment proposed for the aforementioned project and is based upon the review of the existing McQuay Model ALR-175C chiller. If there are any questions, concerns or discrepancies please contact our office at once.

Item: A Daikin Air Cooled Chiller
Qty: 1 Tag: CH-1 Model: AGZ-170E

Daikin Air Cooled Chiller complete with:

- 460/60/3 Electrical w/ Single Point Power Connection **(400A MOCP)**
- 115v Convenience Outlet
- Non-Fused Disconnect Switch & Compressor Circuit Breakers
- Extended Ambient (125F maximum) Control Box Rating
- R-410a Refrigeration Circuits with Scroll Compressors
- Microchannel Condenser Coil with Condenser Coil Louvers
- VFD Condenser Fans for Head Pressure Control and Higher Part Load Efficiency
- Unit Mounted DDC Controller with **BACnet MS/TP Communications Interface**
- Evaporator Water Strainer (Factory Installed)
- Thermal Dispersion Flow Sensor (Factory Installed)
- Spring Vibration Isolators (For Field Installation)
- 1st Year - Complete Unit Parts & Labor Warranty
- 5 Year Replacement Compressor Parts Warranty
- Manufacturer's Start-up Services

Not Included

- Installation
- Rigging and Setting/Off-loading chiller from delivery trailer
- Routine Maintenance Services
- External DDC Controls Interface

Total Net Delivered Price (Excluding Sales Tax) Item A $73,000.00

Sincerely,

Dan Bohm, and Tim Thompson
Masters Building Solutions
1219 Caledonia Street
La Crosse, WI 54603

Accepted By: ____________________

Title: ____________________

Date: ____________________

MASTERS BUILDING SOLUTIONS, INC.
TERMS AND CONDITIONS OF SALE
HEATING AND AIR CONDITIONING PRODUCTS

COMPANY: The Company as used herein shall mean MASTERS BUILDING SOLUTIONS, INC.

PRICE POLICY: Prices of the goods may be increased depending on the date of release and/or shipment of the order announced increases in the Company's list prices or increases in labor and material cost.

TERMS OF PAYMENT: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of the payment are net 30 days of date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstances affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified. The Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest highest rate allowed by law.

SHIPPING TERMS: All shipments will be made F.O.B. factory with freight as quoted. All shipments will be made via a low cost common carrier and charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the good in one or more lots.

CLAIMS: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchasers risk, any claims for damage or shortage, in transit must be filed by Purchaser against carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by Company's bill of lading and factory order numbers.

TAXES: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.

CANCELLATIONS: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by purchaser against any and all loss.

SHIPMENT DATES: Shipments are only estimates. No contract has been made to ship in a specified time unless in writing and signed by two officers of the Company.

PRODUCT CHANGES: In the interest of continuous product improvements, the Company reserves the right to change specification and/or design without incurring obligation.

RETURNED GOODS: Goods may not be returned except by permission of an authorized Company official at Masters, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization. Return goods shall not be shipped to Masters' Office.

LIMITED WARRANTY: The Company warrants that it will provide free replacement parts in the event any products sold by Company and used in the United States or Canada, proves defective in material or workmanship for a period of twelve (12) months from the initial start-up or eighteen (18) months from date of shipment, whichever expires sooner. Goods not manufactured by the Company sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser.

The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods sold or the original purchase price of the goods and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect or consequential damages.

The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable item such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period.

THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES; EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL MASTERS BUILDING SOLUTIONS, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BY BREACH OF THIS OR ANY OTHER WARRANTY NEGLIGENCE OR STRICT TORT.

The Company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up or start-up date and ship dates will be deemed the same for warranty determination.

No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of express warranty, or to state that the performance of the product is other, than published by the Company.

TERMS OF SALE: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, not withstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. No waiver alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of MASTERS BUILDING SOLTUIONS, INC. In particular and without limiting the foregoing, not withstanding anything to the contrary in purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.

Total Net Price for Option 1 (ACS Scroll Chiller) *(Excluding Sales Tax)* ....$ 73,130.00

- **Add for Superior Sound Package (2 dB Sound Pressure Reduction)............................$ 2,680.00**
- **Add for Architectural louvered panels..$ 1,218.00**
- **Add for factory mounted 65K SCCR rated circuit breaker/disconnect..........................$ 2,800.00**
- **Add for factory mounted 115V Convenience outlet..$ 270.00**
- **Add for 2nd through 5th year compressor parts only warranty......................................$ 3,400.00**
- **Add for 1st year labor and refrigerant warranty...$ 3,635.00**

Tax Status:	Taxable	☐	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
	Exempt	☐	

This proposal and pricing are based on shipment of all products (not including field labor) by no later than 4th quarter of 2020 year.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
______________________ Authorized Representative	______________________ Submitted By: Mason Klimek Cell: Office: (920) 636-4209
______________________ Printed Name	
______________________ Title	______________________ Authorized Representative
Purchase Order ______________	______________________ Title
Acceptance Date ______________	______________________ Signature Date

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc..

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

3. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

4. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

5. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

6. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

7. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

8. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

9. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

10. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

12. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

13. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

15. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

16. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

17. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0420)
Supersedes 1-26.130-4(0614)

Airport Manager Memo 08/03/2020

Re: Wausau Flying Service request for City to refund Wausau Flying Service rent and fuel flow fees during the Wisconsin Stay At Home Order.

The request in May by Wausau Flying Service to use CARES funding for “building rental re-embursement and fuel flow” has been denied by the Federal Government. Wausau Downtown Airport is still receiving $30,000 from the federal government. The CARES funding will still be used for “operational needs and development project opportunities". This federal policy change has increased Wausau Flying Service, Inc. financial burden during WSHO.

Wausau Flying Service (WFS) experienced a dramatic downturn in business during Wisconsin’s “Stay at Home” order. WFS cut staffing to three employees during the Wisconsin Stay at Home Order (WSHO) which lasted from March 13th through May 13th. During WSHO all our full-time employees were fully compensated while staying at home. Because there were so many applications for PPP money in the first round, WFS did not initially receive financial relief. Unfortunately the federal PPP money could not be used to reimburse WFS for the money it continued to pay full-time employees to stay at home prior to receiving the PPP in the second round. WFS did receive federal PPP money to help with payroll in the second round. Although it helped relieve our financial burden, PPP income does not make up for the loss of revenue to compensate for operational expenditures.

WFS did not perform flight instruction and aircraft rental since March 13th through May. Fuel revenue was down 62% for the month of April. Year-to-date fuel flow volume decreased from being up 14% for 2020 in March, to being down 25% through most of July. Our pilot service business is operating at 60% capacity.

All summer big revenue events are canceled for 2020 including the Balloon Rally, AirVenture, AirVenture Cup Race, the National Ercoupe Convention, Hamburger Night, and all area fly-ins and airshows. The revenue shortfall has been difficult to say the least and is likely to last through 2020. Our company does 75% of it’s business from June through September.

To assist with expense relief, Wausau Flying Service is requesting forgiveness for rent and fuel flow fees. CARES money will pay for utilities (electric, gas, water), and for the duration of the WSHO effective period from March 16th through May 13th. Included in this memo is documentation of our share of these bills to the City. Below is the amount requested from the City for rent and fuel flow fees:

The "Stay at Home" order was in effect March 16 - May 13

March 16-30

Rent:	$592.48

Fuel Flow: 6596.03 gallons X .12 = $791.40

April
Rent: $1147.81
Fuel Flow: $755.52

May 1-13
Rent: $481.39
Fuel Flow: 5679.05 gallons X .12 = $681.40

total request reimbursement request: $4450.00

Wausau Police Department

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

MEMO: JAG (Justice Assistance Grant)

08/05/2020

The Wausau Police Department partners with the Marathon County Sheriff's Department every year in our application to the Federal Government for a JAG grant. The Marathon County Sheriff's Department facilitates and manages the grant.

Prior to receiving funding, governing bodies from Marathon County and the City of Wausau must approve the acceptance of the grant.

This year the JAG grant is for $10,576 After discussing how best to utilize these funds, the Wausau PD and Marathon County Sheriff's Department agreed to again spend the funds on a computer software called "Grey Key". The total cost of "Grey Key" is in excess of $15,000 per year. The Wisconsin Department of Justice and the Marathon County Sheriff's Office have agreed to partner with us and fund the remainder of the purchase price.

Searching the contents of cell phones has become an important part of many criminal investigations. Oftentimes the cell phones we seize as evidence are locked, or password protected. Grey Key is a product that will unlock cell phones. After using Grey Key for the last two years, we have found this tool to be very important in our investigations and necessary.

The Wausau Police Department is asking that a motion be made to accept the 2020 JAG Grant in the amount of $10,576 to be used to purchase "Grey Key" in partnership with the Marathon County Sheriff's Department.

Thank you,

Matthew Barnes

Deputy Chief

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2020 Byrne Justice Assistance Grant Program Award

Committee Action:	Pending
Fiscal Impact:	Grant award of $11,027
File Number: 19-0405	**Date Introduced:** August 11, 2020

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

RESOLUTION

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and eligible units of local government; and

WHEREAS, applications are due in response to a FY 2020 Local Solicitation from the Bureau of Justice Assistance (U.S. Department of Justice), on August 19, 2020; and

WHEREAS, your Finance Committee on August 11, 2020, received public comment and recommended acceptance of the grant; and

WHEREAS, thereafter, the Wausau Police Department and Marathon County Sheriff's Department submitted a grant application to the JAG Program for the purchase of qualifying equipment for "criminal justice," – activities pertaining to the enforcement of the criminal law, including, but not limited to, police efforts to apprehend criminals – i.e., "GrayKey" software and a device for accessing password protected Apple devices; and

WHEREAS, an Interlocal Agreement between the City of Wausau and County of Marathon, made pursuant to the authority granted under s. 66.0301, Wis. Stats., in the amount of $10,576.00, has been received; and

WHEREAS, each governing body finds that the performance of the agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement.

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 attached Interlocal Agreement between the City of

Wausau and County of Marathon for the FY 2020 Byrne Justice Assistance Grant (JAG) Program Award in the amount of $10,576.00

Approved:

Katie Rosenberg, Mayor

CITY SECRETARY
CONTRACT NO. ________

GMS APPLICATION NUMBER: 2020-H8188-WI-DJ

THE STATE OF WISCONSIN **KNOW ALL BY THESE PRESENT**

COUNTY OF MARATHON

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WAUSAU, WISCONSIN AND COUNTY OF MARATHON, WISCONSIN

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this _____ day of August, 2020 by and between the COUNTY of Marathon, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Wausau, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Marathon County, State of Wisconsin, witnesseth:

WHEREAS, this agreement is made under the authority of Section Wis. Statutes §66.0301 Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of the agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

Marathon County will serve as the fiscal agent for the dispersion of the $10,576 of JAG funds and will not request Administrative Funds from the JAG grant for this fiscal responsibility

Section 2.

Marathon County and the City of Wausau will share the JAG funds in which these funds will be used to jointly purchase "GrayKey" software & a device for accessing password protected Apple devices. Wausau Police Department and the Marathon County Sheriff's Office agree each government entity is responsible for costs which exceed their eligible amount. The City and County agree to use this grant amount until the end of the grant, September 0 1, 2021.

Section 3.

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 4.

Nothing in performance of this agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 7.

By entering into this agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

CITY OF WAUSAU, WISCONSIN/COUNTY OF MARATHON, WISCONSIN

______________________________ ______________________________

Mayor Katie Rosenberg County Board Chairman Kurt Gibbs

ATTEST: APPROVED AS TO FORM:

______________________________ ______________________________

City Clerk Leslie Kremer County Corporation Counsel Scott Corbett

APPROVED AS TO FORM: ____
Contract Authorization

____

City Attorney Anne Jacobson

*By law, the Marathon County Corporation Counsel may only advise or approve contacts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

TRANSFER OF FUNDS/CHANGE OF PURPOSE REQUEST FORM

Requested: Eric Lindman Dept: Engineering Date: 8/3/2020

Reviewed by Finance: Date: 8/5/2020

Reviewed by Mayor: Date: 6·Aug·2020

Transfer Explanation and Justification:

The Great Lakes Cheese demolition project quantities increased due to additional paint on the foundation that was flaking off and the DNR required us to landfill the soil in the immediate area and also the DNR required us to add additional silt fence since the project was halted for an extended period of time due to lack of funding.

FROM / TO	ACCOUNT NUMBER	ACCOUNT NAME	$ AMOUNT
	TRANSFER OF FUNDS		
From	141-342892190	Professional Services	12,000
To	141-342898210	Land	12,000

COMMENTS:

Fin. Committee Approval ☐ Denial ☐ Date:____________ Council Approval ☐ Denial ☐ Date:__________________

Submit three copies of form to Finance Department - Upon Council Action: 1 - Council File 2 - Department 3 - Finance Department

HAAS INC.

Contractor HAAS SONS, INC.
Address 203 E. BIRCH ST, THORP, WI 54771
Office 715-669-5469
Fax: 715-669-5452

Date: **7/28/2020**

Pay Request # 2 FINAL
INVOICE: 20-0031-2
Project: Wausau Great Lakes Demo
From: Haas Sons, Inc
To: City of Wausau

Item	ITEM DESCRIPTION	UOM	Estimated Quantity	UNIT PRICE	Prevolus Quantity	Current Quantity	To Date Quantity	Current Amount	Total To Date Amound
	BASE BID GREAT LAKES DEMO								
1	Demolition- Great Lakes Manufacturing	LS	1	$ 150,000.00	0.78	0.22	1	33,000.00	$ 150,000.00
C.o.	Silt Fence Installed	LF	610	$ 2.00		610	610	1,220.00	$ 1,220.00
C.o.	Asbestos Hauled to Landfill	TON	221	$ 80.00		337.59	337.59	27,007.20	$ 27,007.20
C.o.							0	0.00	$ -
C.o.							0	0.00	$ -
C.o.							0	0.00	$ -
C.o.							0	0.00	$ -
								$ 61,227.20	$ 178,227.20

TOTAL TO DATE AMOUNT	$	178,227.20
LESS RETAINAGE 0%	$	-
DUE CONTRACTOR TO DATE	$	178,227.20
LESS PREVIOUS PAYMENTS	$	116,070.00
AMOUNT DUE	$	**62,157.20**

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor: Haas Sons, Inc.

By Daniel Haas

Date 7/28/20

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for Parks Playground Equipment

Committee Action:	Approved
Fiscal Impact:	$110,000
File Number:	19-1109
Date Introduced:	August 25, 2020

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes ☒ No ☐	
	Included in Budget:	Yes ☐ No ☒	*Budget Source: Community Development Impact Fund Loan*
	One-time Costs:	Yes ☒ No ☐	*Amount: $110,000*
	Recurring Costs:	Yes ☐ No ☒	*Amount:*
SOURCE	*Fee Financed:*	Yes ☐ No ☒	*Amount:*
	Grant Financed:	Yes ☐ No ☒	*Amount:*
	Debt Financed:	Yes ☐ No ☒	*Amount* *Annual Retirement*
	TID Financed:	Yes ☐ No ☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☒		

WHEREAS, the swimming pools were closed during the summer of 2020 to reduce the transmission of COVID 19, and

WHEREAS, the parks budget experienced savings due to reduced net costs of pool operations; and

WHEREAS, your Parks Committee has reviewed and recommended these savings be used to fund capital improvements to playground equipment; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to transfer net pool operation savings to playground capital equipment:

Transfer From	Parks Department Budget salarie and supplies	110,000
Transfer To	Capital Project Fund Playground Equipment	110,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

____

Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: July 6, 2020 at 4:30 p.m. Location: Council Chambers, City Hall
Members Present: Tom Kilian, Lou Larson, Tom Neal, Pat Peckham (c), Sarah Watson
Others Present: Jamie Polley-Director, Greg Freix-Asst. Director of Operations, David Patridge-Administrative Officer, Katie Rosenberg-Mayor, Anne Jacobson-City Attorney, Paula Meadows, other interested parties

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that a quorum was present and due to technical difficulties the meeting was called to order by Chairman Peckham at 4:49 p.m.

2. Public Comment
Paula Meadows 1302 Madison St. Wausau – Her suggestions for the extra pool funds included a grand reopening event at the pools next year, more free days at the pools or a free month, giving some funds to the furloughed lifeguards, or for playgrounds or tennis courts.

3. Approval of Minutes – June 1, 2020 – **Motion** by Neal, second by Watson to approve the Park and Recreation Committee draft June 1, 2020 minutes. Motion **carried** by voice vote, vote reflected as 5-0.

4. Discussion and Possible Action Authorizing the Execution of Lease for Radtke Point Park and Grace Park with the City of Schofield – **Motion** by Neal, second by Larson to authorize the execution of the lease for Radtke Point Park and Grace Park with the City of Schofield. Motion **carried** by voice vote, vote reflected as 5-0.

5. Discussion and Possible Action Regarding the Usage of Funds Not Expended on City Pool Operations – Staff had brought forward some different options which included continuation of the playground replacement program (playgrounds left to replace include Riverside, 3M, River Highlands and Westview Terrace), skate park upgrade, Sylvan parking lot replacement, tennis court replacement, and Memorial Park seawall replacement. A majority of members supported putting the money towards playground replacement. Lengthy discussion ensued about the playgrounds and how to distribute the funds. **Motion** by Larson, second by Kilian for staff to utilize the $110,000 to continue the playground replacement program by splitting the funds to prioritize one playground and then putting the remainder towards another that is a distance away from the first. Motion **carried** by voice vote, vote reflected as 5-0.

6. Discussion and Possible Action Requesting Funds for an Environmental Consultant to Prepare Recommendations to Test the Waters of the Wisconsin River – Peckham thought that some citizens would appreciate knowing the results if testing were done on the Wisconsin River. Neal had concerns about the necessity as rivers and lakes are inherently unsafe with ongoing concerns about Blastomycosis along shorelines and what disturbed riverbeds can unleash. Kilian thought the City should have a municipal environmental justice policy and use the most protective standard, such as the codified State standards, when dealing with environmental matters. He gave past history regarding drinking and ground water issues that Wausau had in the 1980's. He would rather have a more solidified environmental policy at the municipal level and doesn't necessarily agree with saying things are safe based on a toxological opinion but thinks they need to use the most protective standard. He noted a recent Supreme Court decision (County of Maui v. Hawaii Wildlife Fund) which he said made clear that ground water discharges were covered under the Clean Water Act and has questions into the DNR about how that may impact their approach to local issues. He thought it would be wise to have a working group on this matter and future environmental matters and would like to table this item. Larson would like to see the sediment tested as well and wanted to have suitable guidelines regarding exceedances and non-exceedances in front of them. Peckham felt the Department of Health Service's letters have been valuable because it gave everyone a better handle on what the DNR's numbers meant. Originally he had asked the DNR if they would come and address a community meeting to field concerns about the contamination in Riverside Park and they wouldn't do it because they said it was a public health issue. That was how they ended up with the State who he felt has helped them to understand what they are dealing with. Kilian added that if they look at this item in the future he felt they should look at the sediment versus the surface water if they have to choose between the two. Neal said as they consider testing the sediment they have to know full well that remediation would be almost non-existent and impossible as there are regulations to disturbing that riverbed. They can do a lot of testing to find out there is a lot of stuff that they can't do anything about. **Motion** by Kilian, second by Larson to table this item to an indefinite date when a broader approach can be taken. Motion **carried** by voice vote, vote reflected as 5-0.

7. Educational Items

A. Dog Park Special Committee Update – The waterline for the drinking fountain will be installed sometime during the week of June 29. Following the installation of the waterline Park staff will prep the parking lot area with gravel base for paving. Pubic Work is coordinating the paving and concrete work. Fencing is scheduled to be installed in early August. The committee will review fundraising amounts and signage at their meeting following this meeting. Freix explained that staff is aware that some of the areas need reseeding and discussed some of that work.

B. Project Update – Pleasant View Park: Installation of the new playground is underway by park staff. City Ball Diamonds: Baseball and softball diamonds are being groomed and prepped for use which will begin July 6. Athletic Park: Facility is being prepared for the start of the Wisconsin Woodchuck season July 2. This includes modifications for COVID-19. Oak Island Park: Contractor has just completed the playground installation and PIP colored safety surfacing. Park staff will begin site remediation next week. Barker Stewart Island: Staff is preparing for vegetation management activities per work plan. Isle of Ferns: 6 wooden pole lights are being replaced with 11 decorative and energy efficient (LED) pole lights along the existing path. (project was put on hold since last meeting). Routine Operations/Programs: Mowing Operations; all three mowing crews are in routing mode with full staff. Urban forestry program; EAB treatment in progress; tree trimming, removals, stump grinding, Building and structure maintenance. Shelter reservations and Special Events; Equipment maintenance and repair. Restroom Maintenance; increased maintenance (daily) and staffing due to COVID 19 recommendations.

C. Riverside Park Testing Update and Next Steps – To date, after all the tests in the park, an exceedance was found in one location (culvert). The WDNR is now asking for a few more tests in that one area to outline the exact boundary of soil which is above standards. No other action is required in the rest of the park. Once that is completed and the outline of soil is identified, remedial options (most likely digging out the small area of contaminated soil and replacing with new clean soil) will be completed. After this the site would be ready for closure. Peckham clarified that the toxicologist had sent two letters and the first letter had to do with the testing in the rail corridor and the second letter was in regard to the testing in the park area. He believed this item has moved into a different phase where the DNR has decided to take more of a role and has told the City what it is going to do. Kilian felt what was happening now was positive. The DNR has laid out clearly that they have State soil standards and there were three samples around the culvert area in the park that exceeded those standards for a non-industrial setting. The DNR has asked the City to delineate the extent of that contamination and then remedial options would be discussed. He felt it's been a long process but is important because it kind of sets a precedent of how they deal with contamination that exceeds State standards. Ultimately it has satisfied the State standards and the communities concerns. He thanked everyone that had been involved and worked on it.

D. Update on City/County Parks Agreement and Role of Parks and Recreation Committee and Park Commission – The City of Wausau and Marathon County have a unique relationship as it pertains to Parks and Recreation services that dates back to 1925. During COVID-19 and the ever changing orders and recommendation as it pertains to City park facilities the authority to enforce these recommendations was questioned, raising further questions about the County Department and the roles of the City Parks and Recreation Committee and County Park Commission. Staff has reviewed close to 100 years of documents to get a clearer understanding of the relationship and the operations of the Department. Polley gave history that a study was conducted in 1971 of both the City Park Board and the County Park Commission for the purposes of combining them as one single unit which became effective in 1975. The Mayor appointed three members of City Council and County Board appointed three members to the seven member Park Commission. There is also one member at large on the Commission. The City transferred all Park Department personnel to the County and the salaries of non-represented employees and equipment was shared 50/50. Subsequent resolutions took place, one in 1983 that enabled park rangers to enforce rules consistently whether it was in a County or City park. Over the years there have been multiple discussions on the joint venture and what the Department does. In 2002 under Mayor Lawrence the City Park and Recreation Committee was created to increase advocacy of park and recreation needs on the City Council. The Marathon County ordinance was amended to create this Park Committee but nothing was done on the City side to create it so there's been question on not only the Director's authority but the authority of the City Committee because it doesn't look like it's an actual Standing Committee. The Committee that should govern the parks operations is the joint Park Commission.

Polley said it's only her second year as the Director and there is a new Mayor and County Administrator so they had a meeting with the City Attorney, County Corporation Counsel, and the Chair's to talk about clarifying some things because staff has been practicing under the rule that City related items go to the City Park and Recreation Committee and County related items go to the Park Commission. She felt if they operated under the assumption of how it should be operated it's that they don't look at City versus County and they look at the park system as a system and that is what the original joint Park Commission was originally set up to do. The next step would be to bring this to the Committee of the Whole to give the background, what they are operating under and clarifying the vision going forward.

Jacobson felt this was a good opportunity to look at the purposes for which the Commission and the Committee exist so that efforts don't overlap and for Polley who sometimes has to present things twice while attending double meetings. It's an opportunity to discuss the agreements and whether or not they want a Park Committee to continue to exist on the City side and then what functions they would want to maintain. She believed under the statutes they did give all authority to the joint Park Commission to manage and control the City parks, but over time certain habits have developed. There will be ongoing discussion to clarify the roles and make things more efficient. Mayor Rosenberg wanted to make sure that staff time is being used effectively and efficiently and started to figure out what the duties of this Committee should be and if it is the right use of their time. When she looked at how this has been legislatively delegated throughout the years it made the most sense to her to consider maybe transitioning towards using the Park Commission model to its fullest potential sometime in the future. There were personality conflicts in the past and threats to split up the Department and she wanted to clarify that that is not what this is about, it's about being effective and efficient which is important for all of their time. Neal saw their reason for being a Committee as representing the city taxpayers who have neighborhood issues and could only see going to a Commission model if it were representational about the distribution as to not load rural against urban or vice-versa. He did not want to see his advocating for City parks diluted by potentially having less control about what's inside their limits. Rosenberg said they still have three people from the City Council on the Park Commission and the ultimate power lies in budgeting. If the City wants something repaired in a City park it gets fixed because the City budgets for it. Peckham wanted everyone to know that this isn't already a done thing; that it is something being discussed. He also wanted to point out that if a portion of the Park Commission wanted to fix something in a City park and the Park Commission said no that the City members could still bring it back to City Council. Polley said future discussion will need to be about how they want to function and it may be the same way that they have been doing but some things will need to be cleaned up on both the County and the City side.

E. Update on Wildlife in City Parks – The Wausau Marathon County Parks Recreation and Forestry Department manages properties and facilities in both urban and rural locations and are responsible for minimizing damage from any known source. Occasionally that damage or potential damage may come from wild animals. Some past examples of animal damage encountered by the Department include: Rodents; includes mice, voles, rabbits, squirrels, beavers and deer. Primary damage is from chewing/browsing on building material, plant material which includes small ornamental varieties to trees. Deer also cause damage from rubbing. Canadian Geese; primary damage is from droppings left on hardscaped walks/trails and sports fields. Bats; primary damage is from droppings left in building interiors. Raccoons; primary damage is nuisance garbage spreading (i.e. dumpsters and trash cans). Bears; Primary damage is nuisance garbage spreading. The Department does not have a specific policy on animal control but rather identifies if action is needed on a case by case basis. If control is deemed necessary based on damage potential a determination is made as to the method most applicable to the situation and animal species involved. In addition to property damage staff also considers the potential risk of disease transfer from the presence of any wildlife species. The Department also follows the Nuisance Animal Guidelines as recommended from the WDNR. The primary methods of control used by the Department include: <u>exclusion</u>; i.e. fencing, tree wrapping, sealing building cracks and holes; <u>habitat modification / alteration</u>; i.e. selecting non desirable plant species, shoreline riprap; <u>frightening devices</u>; i.e. predator decoys, lighting, sirens/horns; <u>trapping</u>; includes live, lethal and hand capture; Repellents.

Neal mentioned staff should be careful about what they consider a clear and present problem as some people had been upset about beaver being bothered in Bluegill Bay Park. Freix said that wildlife control is a subjective thing. He felt Fern Island was a perfect example of what beavers can do as there is still evidence today of the trees the beavers took down over a couple week period last year. Staff had to make a decision about what to do at Bluegill Bay Park because they know what can happen in a short period of time and in that particular instance no beavers were removed because there were none present when they tried locating them. Staff tries to make the best decision in the most humane manner but they do need to protect the resource because there are also people that would say those trees are very valuable too and they need to be preserved.

8. <u>Future Agenda Items</u> – Riverside Park Soil Remediation

9. <u>Next Meeting Date</u> – August 3, 2020 at 4:30pm

10. <u>Adjourn</u> - **Motion** by Neal, second by Kilian to adjourn at 6:20pm. Motion **carried** by voice vote, vote reflected as 5-0.

Memorandum

To:	**Wausau Finance Committee**
From:	**Wausau Area Access Media**
Date:	**August 6, 2020**
Re:	**Adopting Statement for Purposes of ADA Title II Compliance**

Wausau Area Access Media (WAAM) provides several ways for citizens to view City Council meetings that they cannot attend.

WAAM provides "live" and "on demand" programming. WAAM "cablecasts" on Charter/Spectrum channels 980 and 981 and "streams" on YouTube and Viebit at the addresses listed below.

On demand at YouTube - http://tinyurl.com/WAAMedia and Viebit - https://waam.viebit.com/

Live Stream at http://tinyurl.com/WAAMedia And https://waam.viebit.com/

According to the Americans with Disabilities Act, reasonable accommodation should be made for individuals with hearing and visual impairments. One of the ways to do this is by closed captioning the live cablecast of meetings. At this time, the expense of implementing closed captioning is prohibitive and could increase the Public Access budget by as much as $60,000 per year (equipment, services & administrative time).

Staff recommendation is to follow the advice of the Bradley Law Office's "Closed Captioning Report" from Oct. 2nd, 2018 which concludes its executive summary with the following:

"Based on information submitted by the City, we conclude that the City has a legal obligation to provide closed captioning of its access channel programming. Municipal Captioning has assembled several packages for independently captioning the City's live and prerecorded programming that would allow the City to comply with the ADA. However, at this time, we do not recommend the City adopt any of the packages identified in this Report because doing so would appear to cause the City an undue financial or administrative burden. Instead, we recommend the City develop an ADA compliance plan detailing how and when the City plans to provide "effective communication" of its access channel programming or provide accessibility "to the maximum extent possible." Additionally, we recommend the City conduct regular ADA compliance audits to determine whether the City is providing "effective communication" of its access channel programming and to evaluate its ADA compliance plan in light of any changes to the City's "available resources" and any new auxiliary aids or services."

Closed Captioning of Live Government-Produced Meetings:

Wausau Area Access Media produces around 235 hours of live government meeting programming in an average year. We also produce at least 16 hours of live local programming in an average year. That's 251 hours of live captioning that would be needed in an average year. Live captioning requires a means to insert captioning into the video data file and a captioning service that provides the digital transcript.

One example of captioning services would work as follows;

CaptioningStar is currently charging $130.00/hour. There are additional charges to consider. First a $400.00 fee to "initialize" the channel. Second, a $99.00/month fee for "Falcon" software (a service that inserts the captioning into our live stream).

In addition to the cost of the closed captioning service, we estimate that administering the closed captioning service would add approximately one hour for every hour of closed captioning. This would cost $4,700 per year for staff time, based on the 235 hours of closed captioning.

WAAM staff estimate a trial period of about six months would be required to work out the best workflow and equipment required to reliably maintain live captioning. Once captioning is introduced to our programming we will be required to maintain that captioning in all future versions of that program (replays on the channel and on demand versions).

WAAM is not regulated by the FCC. FCC Guidelines have been used by the Dept. of Justice for guidelines with regards to ADA compliance. The footnotes found below are included to point out that "Channels producing revenues under $3,000,000" are not required to caption.

Current FCC Guidelines found at the following link
https://www.fcc.gov/general/self-implementing-exemptions-closed-captioning-rules

(11)

Captioning expense in excess of 2% of gross revenues. No video programming provider shall be required to expend any money to caption any video programming if such expenditure would exceed 2% of the gross revenues received from that channel during the previous calendar year.

(12)

Channels producing revenues of under $3,000,000. No video programming provider shall be required to expend any money to caption any channel of video programming producing annual gross revenues of less than $3,000,000 during the previous calendar year other than the obligation to pass through video programming already captioned when received pursuant to paragraph (c) of this section.

(13)

Locally produced educational programming. Instructional programming that is locally produced by public television stations for use in grades K-12 and post secondary schools.

Toll Free:1-877-323-4707
53 Emerald Road
Robbinsville, NJ 08691. eFax-909-992-3138
E-mail Id: support@transcriptionstar.com

FAQ:

1. **What capabilities and experience does your firm have that directly relate to our needs?**

We are in this industry since 2003, and providing our support to many Government organizations, Non-profits, Universities, schools, Tech industry and many TV stations. Also, we have worked with corporates like Google and Microsoft to caption their events. We have our own in-house team of 40-45 members team, to handle the start to end process.

2. **How would your firm structure staffing on this project? Please note: we typically host between 2-3 events (approx. 2-3 hours long) per week.**

We will assign a dedicated project manager to handle your project, captioners for the events will be pre-scheduled, either single or multiple captioners based on the event duration and breakout rooms, and we will share event materials with our captioner in prior to the event. The project manager will assist you with all the setup guidance. We assign subject based captioners (native speakers) for your events which gives you **99% accuracy on the captions**.

3. **Are you able to produce captions in multiple languages on live feeds or pre-recorded content?**

Yes, we can provide multiple languages caption for the live feeds, and for the pre-recorded videos.

4. **For captioning live meetings, are your captioners are certified, experienced captioner in meeting.**

Our CART/broadcast captioners are certified steno writers from NCRA, with over 8 years of experience on an average, working 2000's of hours in different subjects and terminology with over 99% accuracy and punctuation. We execute our captioning projects adhering to **ADA compliance and FCC laws**.

CaptioningStar
Transcription Star

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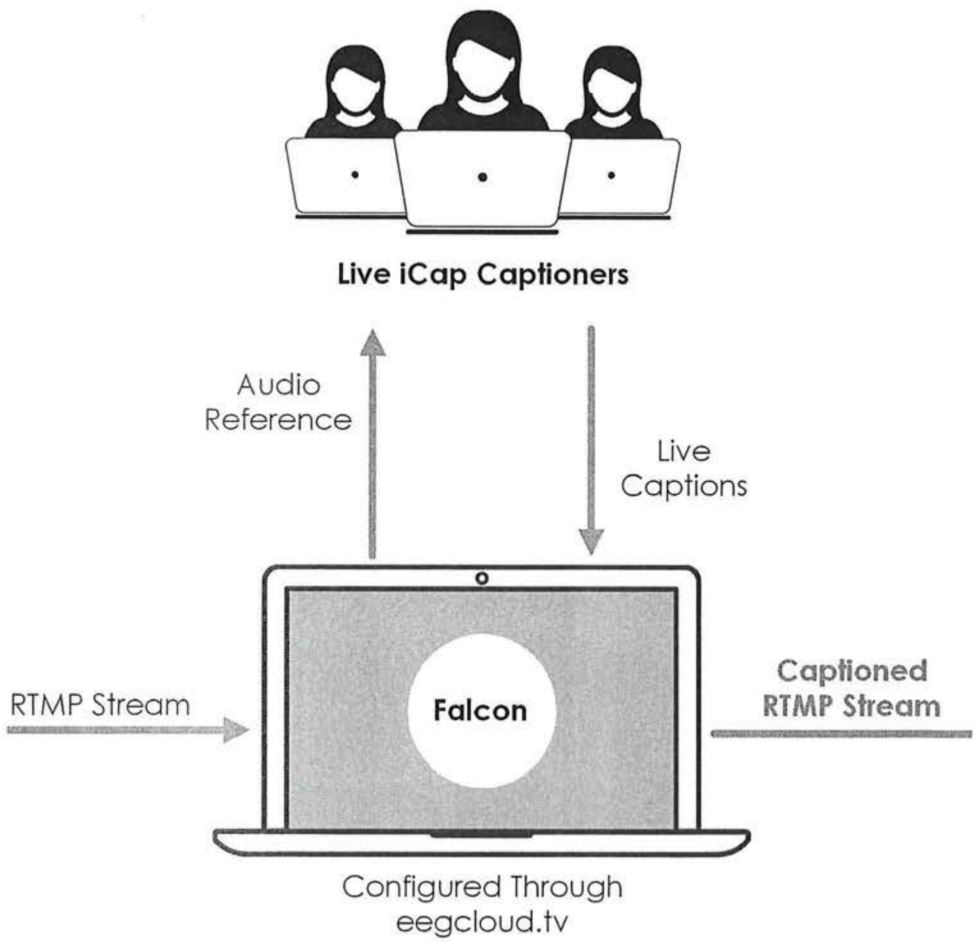
LIST OF REFERENCES:

- John Nunez – **White & Case**
- Andrew - **Google**
- Debbie – **Microsoft**
- Jamie Halloran – **HSAG**
- Kara Crompton - **HRC**
- Cheyenne Davis - **DNC**
- Maria Cabanillas - **UTRGV**

THANK YOU

For Clarifications: rio@transcriptionstar.com , D: 909-610-3681.


Live iCap Captioners
Audio
Reference
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RTMP Stream
Configured Through
eegcloud.tv

CaptioningStar Transcription Star

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PROPOSAL FOR WAUSAU WISCONSIN

Project Name: Live Caption Service

Proposal Date: 08/05/2020

Payment terms:

We accept payment PayPal, Credit Card, E-check, Paper Check & Wire transfer.

We have NET 15 & NET 30.

Description of Project:

The objective of this project is Live Captioning service 250 Hour approximately a year.

CaptioningStar Transcription Star

Toll Free:1-877-323-4707
53 Emerald Road
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E-mail Id: support@transcriptionstar.com

QUOTE - LIVE CAPTION

LIVE CAPTION SERVICE - COST FOR ONE TIME REQUIREMENT			
Item & Description	**Quantity**	**Cost**	**Discounted Cost**
Live Caption Service	1	$150.00/ Hour	$130.00
		Total	**$130.00**

LIVE CAPTION SERVICE - YEARLY CONTRACT (Minimum 20Hours / Month)			
Item & Description	**Quantity**	**Cost**	**Discounted Cost**
Live Caption Service	1	$150.00/ Hour	$99.00
		Total	**$99.00**

Note:

- Minimum one hour and then billed in 15 minutes increments.
- Billed for the total number of hours the captioner is scheduled.
- Requests (initial or change) with less than 3 hours' notice will be charged a $65.00 fee;, **a $45.00 fee will be charged for requests (initial or change) with less than 24 hours' notice.**
- Events must be cancelled 24 business hours or more before the event. If an event is canceled with less than 24 business hours' notice, the event will be billed in full.

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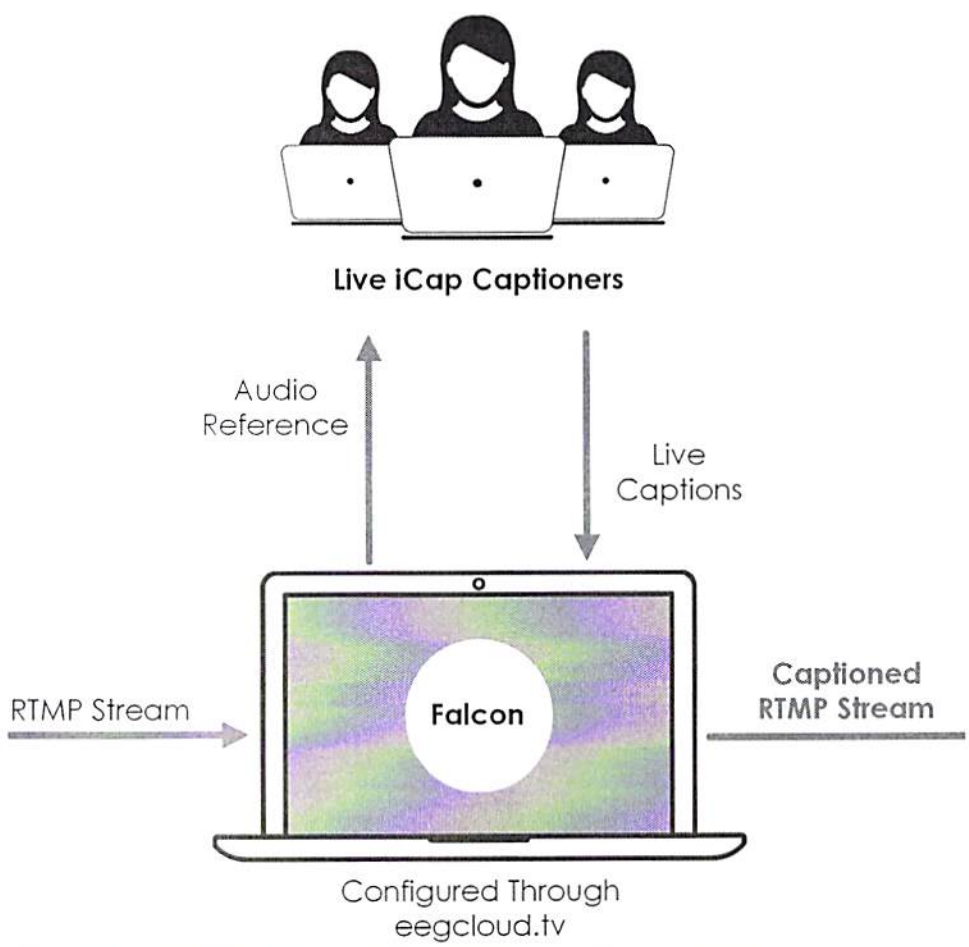
Live iCap Captioners
Audio Reference
Live Captions
RTMP Stream
Falcon
Captioned RTMP Stream
Configured Through eegcloud.tv

Memorandum

To: **Wausau Finance Committee**

From: **Wausau Area Access Media**

Date: **April 4, 2019**

Re: **Adopting Statement for Purposes of ADA Title II Compliance**

Wausau Area Access Media provides several ways for citizens to view City Council meetings that they cannot attend.

On demand on two websites:

YouTube - http://tinyurl.com/WAAMedia
Viebit - https://waam.viebit.com/

Live:

Spectrum Cable Channel 981 (or 980 when there is a conflicting meeting)
Live Stream at https://waam.viebit.com/

According to the Americans with Disabilities Act, reasonable accommodation should be made for individuals with hearing and visual impairments. One of the ways to do this is by closed captioning the video of the meetings. At this time, the expense of implementing closed captioning is prohibitive and could increase the Public Access budget by as much as $60,000 per year (equipment, services & administrative time).

Staff recommendation is to follow the advice of the Bradley Law Office's "Closed Captioning Report" from Oct. 2nd, 2018 which concludes its executive summary with the following:

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The Bradley Law Office details various options of providing closed captioning in the "Closed Captioning Report". Below is a summary of these packages, including company, type of service, initial cost and continuing cost.

Closed Captioning of Live Government-Produced Meetings:

Wausau Area Access Media produces around 201 hours of live government meeting programming in an average year. We also produce at least 16 hours of live local programming in an average year. That's 217 hours of live captioning that would be needed in an average year. Live captioning requires a hardware encoder (to insert captioning into the video data file) and a captioning service that provides the digital transcript. These can be purchased as a package, please see the list below.

Live Government-Produced Programming packages:

<u>Package 1</u> - EEG-HD492 Caption Max (human transcription)
$32,960 initial cost $24,779 annual thereafter

<u>Package 2</u> - EEG HD492 Swagit (hybrid)
$44,655 initial cost $21,524 annual thereafter

<u>Package 3</u> - EEG EN537 Lexi (automated)
$8,983 initial cost $5,208 annual thereafter

<u>Package 4</u> - Link SCE-492 ACE-2200 (automated)
$67,875 initial cost $7,000 annual thereafter

Closed Captioning of Pre-recorded Government-Produced Meetings:

Wausau Area Access Media produces 12 hours of pre-recorded government meetings in an average year along with 64 hours of pre-recorded government produced programming in an average year.

These programs would be submitted for captioning and added to the workload of the transcribers. We anticipate a reasonable delay in this process.

Pre-recorded Closed Captioning Government-Produced Programming Packages:

<u>Package 1</u> - 3Play Media (Human Transcription)
$7,980 Initial cost $7,980 annual thereafter

Package 2 - Scribe Pro Stitch (automated)
$7,269 initial cost $1,319 annual thereafter

Package 3 - ACE-2100 (automated)
$28,500 initial cost $2,000 annual thereafter

Package 4 - Scribe basic (automated)
$2,896 initial cost $1,046 annual thereafter

In addition to the cost of the closed captioning services, we estimate that administering the closed captioning service would add approximately one hour for every hour of closed captioning. This would cost $4,340 per year for staff time, based on the 217 hours of closed captioning.

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

RESOLUTION OF THE FINANCE COMMITTEE

Adopting Statement for purposes of ADA Title II Compliance

Committee Action:	Approved 5-0		
Fiscal Impact:	None		
File Number:	19-0406	**Date Introduced:**	April 9, 2019

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, in mid-2018, the City of Wausau, Wisconsin ("the City") engaged the law firm of Bradley Law, LLC ("Bradley Law") to determine the City's legal duties to provide closed captioning under the Communications Act of 1934 ("the Communications Act") and the Americans with Disabilities Act of 1990 ("the ADA"), and identify solutions that would satisfy those legal duties. Bradley Law provided a report detailing its findings attached hereto; and

WHEREAS, in short, while exempt from the Communication Act's closed captioning requirements, the City is required by the ADA to provide "effective communication" of its government-produced access channel programming, which can be accomplished through closed captioning, unless doing so would cause an undue financial or administrative burden.[1] If such a burden exists, the ADA requires the City to provide a written statement of the reasons that closed captioning the City's access channel programming would cause such an undue financial or administrative burden;[2] and

WHEREAS, in evaluating the City's resources available for access channel programming, the City's closed captioning needs, and available closed captioning solutions, Bradley Law and the City have determined that providing closed captioning of the City's access channel programming at this time would cause an undue financial burden. Adoption of this resolution shall serve as the City's written statement of its reasons why such a burden exists, as is required by the ADA; and

WHEREAS, the Wausau Area Access Media's (WAAM's – a department of the City) available financial resources are approximately $64,850 per year, and the available administrative resources consist of two part-time employees. To provide "effective communication" of its access channel programming, the City's minimum cost to provide closed captioning would be $11,879 in 2019 and

$6,254 per year thereafter. This initial cost represents 18.3% of WAAM's available resources, and this ongoing cost represents 9.6% of WAAM's available resources. Because each of these costs represents such a high percentage of WAAM's available resources, adopting any closed captioning solution at this time would impose an undue financial burden on the City. In addition, because WAAM does not have any freely available cash resources, adopting a closed captioning solution at this time would require significant additional staff hours of the department's personnel, resulting in a fundamental alteration of the City's access channel operations.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby adopt this resolution as its statement for purposes of compliance with the ADA Title II "effective communication" requirement and that the City:

- develop an ADA compliance plan detailing how and when the City plans to provide "effective communication" of its access channel programming or provide accessibility "to the maximum extent possible"

- conduct regular ADA compliance audits each year on July 1, beginning in 2020, to determine whether the City is providing "effective communication" of its access channel programming

- evaluate its ADA compliance in light of any changes to the WAAM's "available resources" and any new auxiliary aids or services.

Approved:

Robert B Mielke

Robert B. Mielke, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Adopting Statement for purposes of ADA Title II Compliance

Committee Action:	Pending
Fiscal Impact:	None
File Number:	19-0406
Date Introduced:	August 12, 2020

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

RESOLUTION

WHEREAS, in mid-2018, the City of Wausau, Wisconsin ("the City") engaged the law firm of Bradley Law, LLC ("Bradley Law") to determine the City's legal duties to provide closed captioning under the Communications Act of 1934 ("the Communications Act") and the Americans with Disabilities Act of 1990 ("the ADA"), and identify solutions that would satisfy those legal duties. Bradley Law has drafted a report detailing its findings, and those findings are incorporated into this statement; and

WHEREAS, in short, while exempt from the Communication Act's closed captioning requirements, the ADA requires the City to provide "effective communication" of its government-produced access channel programming, which can be accomplished through closed captioning, unless doing so would cause an undue financial or administrative burden. If such a burden exists, the ADA requires the City to provide a written statement of the reasons that closed captioning the City's access channel programming would cause such an undue financial or administrative burden; and

WHEREAS, in evaluating the City's resources available for access channel programming, the City's closed captioning needs, and available closed captioning solutions, Bradley Law and the City determined that providing closed captioning of the City's access channel programming at that time would cause an undue financial burden. This document is inended to serve as a written statement of reasons as to why such a burden exists, as is required by the ADA; the City passed a resolution on April 9, 2019 adopting a statement for purposes of ADA Title II compliance providing that closed captioning of the City's access channel programming would cause the City an undue burden; and

WHEREAS, the City's available financial resources for fiscal year 2020 are approximately

$68,075, and the City's available administrative resources consist of $42,100. To provide "effective communication" of its access channel programming, the City's minimum cost to provide closed captioning would be $35,842 in 2020. This cost represents 53% of the City's available resources and doesn't include additional hardware required to cablecast captioning on WAAM (Wausau Area Access Media) channels. Because this cost represents such a high percentage of the City's available resources, adopting any closed captioning solution at this time would impose an undue financial burden on the City. In addition, because the City does not have any freely available cash resources, adopting a closed captioning solution at this time would require significant restructuring of the City's personnel, resulting in a fundamental alteration of the City's access channel operations.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby adopt this resolution as its statement for purposes of compliance with the ADA Title II "effective communication" requirement and that the City:

- develop an ADA compliance plan detailing how and when the City plans to provide "effective communication" of its access channel programming or provide accessibility "to the maximum extent possible"

- conduct regular ADA compliance audits each year on July 1, beginning in 2020, to determine whether the City is providing "effective communication" of its access channel programming

- evaluate its ADA compliance in light of any changes to the WAAM's "available resources" and any new auxiliary aids or services.

Approved:

____

Katie Rosenberg, Mayor

Memorandum

From: **William D. Hebert**

To: **Finance Committee**

Date: **07/30/2020**

Re: **Town of Rib Mountain – Backup Residential Inspections Services**

Purpose: To obtain your approval for entering an agreement with the Town of Rib Mountain. The city inspection division would provide backup inspection services to Rib Mountain.

Facts / Considerations:

Wausau inspections division has been contracting our services to other municipalities in the surrounding area. We are currently in a 4 year agreement with the city of Schofield to provide inspection services and have previously provided back up services to the Village of Weston in 2017.

The Town of Rib Mountain approached our office about providing backup services for them in the event their residential inspector is out on extended vacation or is on a medical leave. This contract would be for 4 years and billed at a rate of $90 per hour per inspection.

Recommendation: Your approval is requested for:

1. A 4 year contract with the Town of Rib Mountain to provide backup inspections services for residential construction on an as-needed basis.

Impact:

Possible revenue of up to $2500 per year. We also strengthen our working relationship with the town and contractors. Minimal impact on workload since we anticipate only several days of inspections per year.

Coordination:

Inspections staff has worked closely with City Attorney Anne Jacobson and Rib Mountain Community Development Director Jared Wehner.

Cc: Katie Rosenberg, Mayor
Eric Lindman, DPW & Utilities Director

CONTRACT FOR BACKUP INSPECTION SERVICES
CITY OF WAUSAU AND TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN

THIS AGREEMENT entered into this ____ day of _______, 2020, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WAUSAU" and the TOWN OF RIB MOUNTAIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "RIB MOUNTAIN":

WITNESSETH:

WHEREAS, WAUSAU, presently operates a Zoning and Inspection Division of the Department of Public Works and Utilities and employs properly credentialed inspectors; and

WHEREAS, WAUSAU, acknowledges that pursuant to Wis. Stat. §§62.17 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, acknowledges that pursuant to Wis. Stats. §§60.22(3), 61.34, 61.35, and 62.23 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, desires to utilize, for its town, WAUSAU'S residential inspection services, and WAUSAU agrees to provide residential construction inspection services to RIB MOUNTAIN all upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. <u>TERM:</u> WAUSAU shall provide the following residential inspection services within the corporate boundaries of RIB MOUNTAIN for a period beginning August 1, 2020 through December 31, 2024. This contract shall not automatically renew.
2. <u>SCOPE:</u> Subject to the provisions hereafter contained in this contract, WAUSAU shall provide:
   a. Upon request, inspection services during all phases of residential construction, including, but not limited to, building, HVAC, plumbing and electrical to RIB MOUNTAIN, and the service shall be provided to any person or entity within RIB MOUNTAIN needed such inspection service.
3. <u>FEES:</u> Wausau shall be paid in a rate of $90.00/hour with a one-hour minimum by the following means:
   a. A contractor and/or individual engaging in residential construction within the Town of Rib Mountain shall obtain a building permit from the Town of Rib Mountain; and
   b. RIB MOUNTAIN will schedule inspection times in cooperation with WAUSAU; and
   c. WAUSAU shall then perform and issue a final building inspection and forward the report of such inspection to RIB MOUNTAIN.
4. <u>TERMINATION:</u> WAUSAU or RIB MOUNTAIN shall each have the option at any time during the term of this contract to terminate this contract upon sixty (60) days' written notice to the other party.
5. <u>HOLD HARMLESS:</u> Wausau agrees to defend, hold harmless, indemnify, release and forever discharge RIB MOUNTAIN from and against any and all judgements, damage, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or

by any reason of any other liability imposed by law or by anything or anyone else upon RIB MOUNTAIN, as the result of and/or due to WAUSAU'S inspection operations which are subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the forgoing are due, and the extent due, to the sole negligence or intentional act of RIB MOUNTAIN or its employees; and specifically include within the hold harmless are attorney fees and other costs of defense which may be sustained by and/or occasioned to RIB MOUNTAIN and/or any of RIB MOUNTAIN'S employees, agents, officers and designees, whether appointed, hired or elected.

6. NOTICE: Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403, and in the case of RIB MOUNTAIN, to the Town Clerk of the Town of Rib Mountain, 227800 Snowbird Avenue, Wausau, WI 54401.

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

CITY OF WAUSAU BY:

____

Katie Rosenberg, Mayor

____

Leslie Kremer, City Clerk

TOWN OF RIB MOUNTAIN BY:

____

Allen Opall, Town Chair

____

Joanne Ruechel, Town Clerk

Memorandum

From: **William D. Hebert**

To: **Finance Committee**

Date: **07/30/2020**

Re: **Town of Rib Mountain – Full Commercial Inspections Services**

Purpose: To obtain your approval for entering an agreement with the Town of Rib Mountain. The city inspection division would provide full commercial inspection services to Rib Mountain.

Facts / Considerations:

Wausau inspections division has been contracting our services to other municipalities in the surrounding area. We are currently in a 4 year agreement with the city of Schofield to provide inspection services and have previously provided back up services to the Village of Weston in 2017.

The Town of Rib Mountain approached our office about providing commercial inspection services (building, electrical, HVAC, and plumbing). Rib Mountain would approve the site plan, then Wausau would issue a permit and provide inspections. It is proposed that Rib Mountain would adopt Wausau's fee schedule for commercial work.

In the previous 5 years, Rib Mountain has averaged 10 commercial building permits. The workload should be manageable with existing staff.

Recommendation: Your approval is requested for:

1. A 4 year contract with the Town of Rib Mountain to provide full inspections services for commercial construction on an as-needed basis.

Impact:

Revenue will be based off of workload.

Coordination:

Inspections staff has worked closely with City Attorney Anne Jacobson and Rib Mountain Community Development Director Jared Wehner.

Cc: Katie Rosenberg, Mayor
Eric Lindman, DPW & Utilities Director

Contract for Commercial Inspection Services
City of Wausau and Town of Rib Mountain, Marathon County, Wisconsin

This Agreement entered into this ____ day of _______, 2020, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Wausau" and the Town of Rib Mountain, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Rib Mountain":

Witnesseth:

Whereas, Wausau, presently operates a Zoning and Inspection Division of the Department of Public Works and Utilities and employs properly credentialed inspectors; and

Whereas, Wausau, acknowledges that pursuant to Wis. Stat. §§62.17 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

Whereas, Rib Mountain, acknowledges that pursuant to Wis. Stats. §§60.22(3), 61.34, 61.35, and 62.23 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

Whereas, Rib Mountain, desires to utilize, for its town, Wausau's commercial inspection services, and Wausau agrees to provide commercial construction inspection services to Rib Mountain all upon certain terms and conditions as hereinafter enumerated.

Now, therefore, the parties hereto agree as follows:

1. Term: Wausau shall provide the following commercial inspection services within the corporate boundaries of Rib Mountain for a period beginning September 1, 2020 through December 31, 2024. This contract shall not automatically renew.
2. Scope: Subject to the provisions hereafter contained in this contract, Wausau shall provide:
    a. Upon request, inspection services during all phases of commercial construction, including, but not limited to, building, HVAC, plumbing and electrical to Rib Mountain, and the service shall be provided to any person or entity within Rib Mountain needed such inspection service.
    b. If during inspection a significant code violation is discovered outside the permitted project, WAUSAU shall report the violation to RIB MOUNTAIN.
3. Fees: Wausau shall be paid in accordance with its fee schedule as updated and adopted annually by the following means:
    a. A contractor and/or individual engaging in commercial construction within the Town of Rib Mountain shall obtain a zoning certificate from the Town of Rib Mountain; and
    b. The contractor and/or individual shall then present the zoning certificate to the City of Wausau for the issuance of a building permit, which fee so said building permit shall be paid directly to Wausau; and

c. WAUSAU shall then perform and issue a final building inspection and forward the report of such inspection and any associated occupancy certificates, approved plans or any other associated documentation to RIB MOUNTAIN.

4. TERMINATION: WAUSAU or RIB MOUNTAIN shall each have the option at any time during the term of this contract to terminate this contract upon ninety (90) days' written notice to the other party.
5. HOLD HARMLESS: Wausau agrees to defend, hold harmless, indemnify, release and forever discharge RIB MOUNTAIN from and against any and all judgements, damage, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by any reason of any other liability imposed by law or by anything or anyone else upon RIB MOUNTAIN, as the result of and/or due to WAUSAU'S inspection operations which are subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the forgoing are due, and the extent due, to the sole negligence or intentional act of RIB MOUNTAIN or its employees; and specifically include within the hold harmless are attorney fees and other costs of defense which may be sustained by and/or occasioned to RIB MOUNTAIN and/or any of RIB MOUNTAIN'S employees, agents, officers and designees, whether appointed, hired or elected.
6. NOTICE: Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403, and in the case of RIB MOUNTAIN, to the Town Clerk of the Town of Rib Mountain, 227800 Snowbird Avenue, Wausau, WI 54401.

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

CITY OF WAUSAU BY:

____

Katie Rosenberg, Mayor

____

Leslie Kremer, City Clerk

TOWN OF RIB MOUNTAIN BY:

____

Allen Opall, Town Chair

____

Joanne Ruechel, Town Clerk

MEMO

TO: Board of Public Works

FROM: Anne Jacobson, City Attorney

DATE: December 17, 2019

RE: ACT invoice and additional services approval authority

FACTS:

- 3/15/19 – RFP posted, soliciting proposals by 4/16/19, 1:00 p.m.
- RFP went out for the Americans with Disability Act Facility Audit
- 4/16/19 – 6 proposals were opened by BPW, 4 of which were over $25,000. The minutes reflect that "the proposals will be reviewed and a recommendation will be made at a future meeting."
- 4/30/19 – BPW minutes: "The proposals were reviewed by three staff members and Lindman provided a summary. ACT services and Disability Access Consultants (DAC) were ranked the highest. ACT submitted a cost of $18,410 and DAC a cost of $28,970. Lindman moved to accept the proposal from ACT Services in the amount of $18,410. Groat seconded and motion passed."
- ACT sent a two-page proposal, dated 6/4/19, for a total cost of $18,410 for a Transition Plan. The Mayor signed it on 6/5/19.
- 6/25/19 Finance minutes: **Discussion and possible action on budget modification ADA Facilities**

  Groat stated CVMIC had encouraged all of its members to conduct facility ADA audits. The Council authorized a creation of a staff committee to come up with a plan to accomplish this. An RFP was written, the Board of Public Works opened the bids, and the committee selected ACT Services proposal of $18,410. There was no budget developed in anticipation of this project, but the Attorney's Office legal budget has funds available in Professional Services-Legal. She indicated another option would be to take money from the Self Insurance Fund and since this ADA audit was a recommendation of our insurance company, she felt this could be an appropriate alternate funding source. Lindman stated they will provide an analysis of the buildings that are typically open to the public, as well as buildings at the city Park's Department.

  Motion by Martens, second by Smith to approve the budget modification for the ADA audit from the Self Insured Fund. Motion carried 3-0.
- ACT sent an invoice dated 8/12/19, for work performed from 7/15/19 – 8/12/19, for a total of $11,610.00.
- ACT sent a two-page proposal, dated 9/3/19, for 4 different types of additional services, and set it up for Eric Lindman's signature (which remains unexecuted).

- On 10/22/19, the BPW approved recommending to Finance, if additional authorization were necessary, engaging additional services for a cost of $900; and it approved payment of the invoice in the amount of $11,610.00. (This amount was paid from the Self Insured Fund.)
- ACT sent to Eric Lindman, an e-mail on 10/31/19, with an invoice, dated 10/30/19 attached for $7,699.99, bringing the total to $19,309.99, or over the approved amount by $899.99.
- On 12/18/19, the BPW will consider payment of the 10/30/19 invoice in the amount of $7,699.99.

RESULT: Finance has approved a modification to the budget to spend $18,410 from the Self-Insured Fund. The second invoice exceeds the approval of the Finance Committee by $899.99, and with the approval of additional services (not a change order) in the amount of $900, a budget modification for $1,799.99 will be necessary.

APPLICABLE LAW AND POLICY

1. From **Wisconsin Statutes**:

62.14(4) – The council may make such rules as the council deems proper, . . . for the manner in which the business of said board shall be conducted.

(6)(a) – It shall be the duty of the board, under the direction of the council, to superintend all public works and keep the streets, alleys, sewers and public works and places in repair.

66.0907(3)(b) – The board of public works may order any sidewalk which is unsafe, defective or insufficient to be repaired or removed and replaced with a sidewalk in accordance with the standard fixed by the council.

66.0907(5)- The board of public works shall keep the sidewalks of the city clear of snow and ice in all cases where the owners or occupants of abutting lots fail to do so, and the expense of clearing . . . shall be included . . . in the special tax to be levied.

66.0907(10)(a) – "Board of public works" means the committee or officer designated to handle street or sidewalk matters.

65.90(5)(a) - . . . the amounts of the various appropriations and the purposes for such appropriations stated in a budget . . . may not be changed unless authorized by a vote of two-thirds of the members-elect of the governing body of the municipality. .

2. From **WMC:**

   3.16.050 – the Board of Public Works is empowered by the Council to process, settle, defend, adjust, deny, or pay any and all claims against the City of Wausau. (a) and (b)

   2.16 – Rule 15 – All bills against the city shall be itemized and presented to the finance director for examination. Payment of bills, regular wages and salaries of officers and employees already provided for in the budget adopted by the council shall be made without submission to the council after ratification by the department/division head submitting them and approval of the finance director.

3. 5/22/18 **Procurement Policy**:

Purchase of Professional Services: 1.a) If it is estimated that the service being solicited has a total cost of over $25,000 a formal Request for Proposal shall be used to solicit vendor responses.

c) Based upon the services or project and the magnitude of the outcome *a selection committee may be advisable.*

- Service contracts or agreements *should* be reviewed by the City Attorney and placed on file with the City Clerk.
- From the Procurement Matrix: "Proposals shall be opened, recorded and tabulated by the Board of Public Works."
- **BUDGET**
  All *purchases* shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for *managing* departmental *spending* to ensure the line item budget is not overspent and for initiating Transfer of Funds Requests when appropriate.
  CONTRACT AUTHORIZATION

3. Purchase of Services – The City may *contract* for the purchase of services without Council resolution when the following conditions have been met:
   a) The funds for services are included in the approved City budget. (?)
   b) The procurement for services complies with the procurement policy.
   c) The City Attorney has reviewed and approved the form of the contract.
   d) The contract complies with other laws, resolutions and ordinances.
   e) The contract term meets one of the following criteria:
      1. The contract is for a period of one year or less, or
      2. The contract is for a specific project, or
      3. The contract is for a period of not more than three years and the annual average cost of the services does not exceed $25,000.

Other relevant provisions:

- Contracts shall be signed by the Mayor and counter-signed by the City Clerk, Finance Director and City Attorney.
- The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract.
- Contract change orders may be signed by the Board of Public Works as long as the change order does not materially change the work performed and funds are available within the budget.
- Purchase contracts for goods or services valued at $5,000 or less may be signed by individual department directors as long as the purchase is provided in the budget.

ISSUES

1. Does the second invoice, which bills for money beyond that approved by Finance, require a change order?
2. "Are funds available within the budget"? Are funds for services included in the approved City budget? Does it matter in what account the money is held? It appears this audit was not provided for in the budget. However, there were funds available in the budget, in the self-insured fund. But only $18,410 was approved by Finance Committee. And as it appears to be a budget modification, it requires publication and a two-thirds vote of Council to approve.
3. Is the option selected by the BPW, costing $900, a "change order" or a new contract? A new proposal was sent, beyond the scope of work of the original project. How should that be approved?
4. From what authority does the BPW derive its power to handle matters beyond superintending streets and sidewalks and settling claims?
   - In selecting any vendor for which an RFP has been issued (after having opened, recorded and tabulated them)
   - For approving contracts?
   - For approving change orders?
   - For approving payment of invoices?

Spending is overseen by the department head to make sure expenses are properly managed and budgeted, requiring Transfers of Funds or change orders or budget modifications.

SUMMARY

The City may contract for the purchase of services without Council approval when the funds for services are included in the approved City budget. Contract change orders may be signed by the BPW as long as the change order does not materially change the work performed and funds are available within the budget. The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract.

I think the issue for the second invoice, plus a new proposal from the same vendor, for additional services, will require certification from Maryanne, and if that necessitates Finance and Council approval (to modify the budget or transfer funds), then that is what we will do.

BOARD OF PUBLIC WORKS

Date of Meeting: April 16, 2019, at 1:30 p.m. in the Maple Room.

Members Present: Lindman, Groat, Jacobson

Also Present: Wesolowski, Ken Ligman – Becher Hoppe

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Approve minutes of the April 9, 2019 meeting

Jacobson moved to approve the minutes of the April 9, 2019 meeting. Groat seconded and the motion passed.

Open bids and make recommendation for 2019 Asphalt Paving Project A

The following bids were received and opened:

American Asphalt	$304,837.37
RC Pavers	$329,000.50

Groat moved to award the contract to the low-qualified bidder, American Asphalt, in the amount of $304,837.37. Jacobson seconded and the motion passed.

Open bids and make recommendation for the Sewer Siphon Crossings Project

The following bids were received and opened:

	Contract 1 Base Bid	Contract 2 Base Bid	Contract 5 Base Bid
Janke General Contractors	$2,527,649	$1,467,922	$104,215 (deduct)
McMullen & Pitz Construction	$2,417,000	$1,038,000	$85,000 (deduct)

The bids will be reviewed by Becher Hoppe and a recommendation will be made at a future meeting. Ligman noted there may be an impact to the project since no bids were received for Contracts 3 and 4.

Open Request for Proposals for the Americans with Disability Act Facility Audit

The following proposals were received and opened:

ACT Services, Inc.	$18,410
DAC	$28,970
Funktion Design Studio	$24,060
Meeting the Challenge, Inc.	$53,500
MSA	$29,700
Skulski Consulting	$54,600

The proposals will be reviewed and a recommendation will be made at a future meeting.

BOARD OF PUBLIC WORKS

Date of Meeting: April 30, 2019, at 1:30 p.m. in the Maple Room.

Members Present: Lindman, Groat

Also Present: Wesolowski, Mohelnitzky, Hanson

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Approve minutes of the April 16 and April 23, 2019 meetings

Groat moved to approve the minutes of the April 16 and April 23, 2019 meetings. Lindman seconded and the motion passed.

Open bids and make recommendation for JC Penney Parking Ramp – PT Repairs 2019

The following bids were received and opened:

Cy-Con, Inc.	$244,000.00
Ram Construction Services	$272.980.00
Restoration Systems	$281,992.00
Western Construction Group	$317,096.00
Vector Construction, Inc.	$339,872.50

Groat moved to award the contract to the low-qualified bidder, Cy-Con, Inc., in the amount of $244,000.00. Lindman seconded and the motion passed.

Open Request for Proposals and make recommendation for 2019 Landscape Maintenance Services

The following proposals were received and opened:

Baumann Lawn Care & Landscaping	$15,550.00
Re-Vi Design, LLC	$27,724.15

The proposals will be reviewed with a recommendation to be made at a future meeting.

Make recommendation for Americans with Disability Act Facility Audit (Proposals were opened April 16, 2019.)

The proposals were reviewed by three staff members and Lindman provided a summary. ACT Services and Disability Access Consultants (DAC) were ranked the highest. ACT submitted a cost of $18,410 and DAC a cost of $28,970. Lindman moved to accept the proposal from ACT Services in the amount of $18,410. Groat seconded and the motion passed.

Portland Cement Concrete Licenses: Olson Paving, Inc., and Pember Companies, Inc.

Contingent upon the City Attorney's review, Groat moved to approve the subject licenses. Lindman seconded and the motion passed

2019 Street Construction Project C: Jake's Excavating & Landscaping LLC, Pay Estimate #1

Niksich stated this pay estimate is for storm sewer and water work that has been completed on 1st Street. The quantities have been reviewed by the project inspector. Lindman moved to approve Pay Estimate #1 in the amount of $175,454.45. Jacobson seconded and the motion passed.

2019 Business Campus Drainage Project: Merrill Gravel & Construction Co., Pay Estimate #1

Wesolowski indicated this pay request is for work completed by Merrill Gravel. The quantities were reviewed by the project inspector. Lindman moved to approve Pay Estimate #1 in the amount of $75,882.78. Splinter seconded and the motion passed.

2019 Concrete Pavement Repair Project: C.P.R. Inc., Pay Estimate #2

Per Wesolowski, this pay estimate will bring C.P.R. Inc. up to date. The quantities were reviewed by the project inspector. Lindman moved to approve Pay Estimate #2 in the amount of $74,257.88. Splinter seconded and the motion passed.

Discussion and possible action on pay request from ACT Services, Inc., for professional services from July 15, 2019 to August 12, 2019

and

Discussion and possible action on additional services from ACT Services, Inc., for Accessibility Consulting Services

Jacobson questioned the authority given to the Board of Public Works to approve this invoice as it does not involve streets. She believes this should go to Finance and Council in addition to the Board of Public Works as this project overall effects the entire city. She explained that a RFP was issued and then opened by the Board of Public Works. Staff ranked the proposals and the Board of Public Works approved ACT. Now before the Board is approval of an invoice and optional things the City can contract for based on the facility audit. This involved all of the City's various facilities. She questioned if this should be brought to the entire Council. Rasmussen feels Finance is where this should be considered.

Jacobson asked where the authority came from to do the close caption study as that was also something embarked upon because of ADA. Jacobson is unsure if the Board of Public Works has authority beyond opening the bids.

Rasmussen asked if the cost of the additional services exceeded the approved amount of funds. Lindman replied it does not exceed the budgeted amount. The proposal for additional services gives various options. Staff would like to move forward with the $900 proposal, which would provide items that were not listed in the RFP but observed and noted as not in compliance.

Jacobson stated a recommendation can be sent to Finance. Rasmussen said unless there is a need to modify the budget, action may not be needed by Finance. However, she felt the committee should be brought up to speed on the project. Lindman stated that per an email from Groat, a budget modification for this project did go to Finance. Rasmussen indicated that if the proposal amount was under $25,000 it did not need to go further than Finance but this should be brought forward to Council as an informational item.

Jacobson moved to recommend the option of the $900 additional services to add items to the report and send to Finance for additional authorization if necessary. Seconded by Lindman and the motion passed.

Jacobson moved to approve payment of the invoice in the amount of $11,610. Splinter seconded and the motion passed.

2019 Crack Sealing Project: Fahrner Asphalt Sealers LLC, Pay Estimate #1

Lindman moved to approve Pay Estimate #1 in the amount of $37,347.87. Groat seconded and the motion passed.

Wausau Fire Station #2 – Building: Scherrer Construction, Change Order #7

Lindman stated this change order is for access into the attic, which was not included in the design. Lindman moved to approve Change Order #7 in the amount of $1,835.96. Groat seconded and the motion passed.

2019 Concrete Pavement Repair: C.P.R. Inc., Pay Estimate #3

Per Wesolowski, this project is completed. This pay estimate brings the contractor up to date. Lindman moved to approve Pay Estimate #3 in the amount of $65,316.55. Groat seconded and the motion passed.

CLOSED SESSION pursuant to Section 19.85(1)(g), Wis. Stats., for the purpose of deliberating on claims

Motion by Jacobson, second by Lindman to convene in closed session. Motion passed.

RECONVENE MEETING INTO OPEN SESSION for the purpose of acting upon closed session items, if necessary

Motion by Jacobson, second by Groat to reconvene in open session. Motion passed.

Jacobson moved to approve the claim submitted by Selenske in the amount of $2,062.50. Groat seconded and the motion passed.

Lindman moved to deny the claim submitted by Grand Valley Adventures in the amount of $40,000. Groat seconded and the motion passed.

Discussion and possible action on pay request from ACT Services, Inc., for professional services from August 28, 2019 to October 30, 2019

Jacobson explained that the invoice is for $899.99 over the original contract amount. Also, there is a $900 amendment that was approved by the Board of Public Works. Discussion followed on the self-insured fund, amount budgeted, and how to handle the invoice as it is over the contract amount. Groat indicated the Mayor can complete budget modifications up to $5,000. Lindman does not have justification from ACT as to why they are billing over the contract amount. Once justification is received, it can be treated as a contract amendment or change order.

Lindman moved to approve payment of $6,800, which is the amount remaining from the original contract amount. Groat seconded and the motion passed.

Lindman will reach out to ACT for justification of the additional $899.99.

Discussion and possible action on a contract extension with Haas Sons, Inc. for Thomas Street Phase II Reconstruction

Lindman has been trying to get additional information from the contractor. They have been back and forth for a month and a half. Lindman wanted to verify when Van Ert ordered the lights. When Van Ert placed the order in May, they were told there was a 30 week time period. This puts delivery of the lights at the end of December. Groat asked about the traffic signals. Wesolowski responded the traffic signals are scheduled to be delivered later. Haas Sons is requesting an extension with completion of the lights and traffic signals by February 21, 2020

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2019 budget modification for ADA (Americans with Disabilities Act) Audit

Committee Action:	Approved 3-0
Fiscal Impact:	$18,410
File Number: 18-1109	**Date Introduced:** July 9, 2019

FISCAL IMPACT SUMMARY

COSTS	*Budget Neutral*	Yes ☐ No ☒		
COSTS	*Included in Budget:*	Yes ☐ No ☒	*Budget Source: $18,410 Self Insurance Fund Reserves*	
COSTS	*One-time Costs:*	Yes ☒ No ☐	*Amount:*	
COSTS	*Recurring Costs:*	Yes ☐ No ☒	*Amount:*	
SOURCE	*Fee Financed:*	Yes ☐ No ☒	*Amount:*	
SOURCE	*Grant Financed:*	Yes ☐ No ☒	*Amount:*	
SOURCE	*Debt Financed:*	Yes ☐ No ☒	*Amount*	*Annual Retirement*
SOURCE	*TID Financed:*	Yes ☐ No ☒	*Amount:*	
SOURCE	*TID Source: Increment Revenue* ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

WHEREAS, the Cities and Villages Mutual Insurance Company (CVMIC) is encouraging all members to conduct a facilities ADA audit; and

WHEREAS, a committee of staff stakeholders issued an RFP for such recommended services and selected ACT Services proposal in the amount of $18,410; and

WHEREAS, two potential funding sources were identified for the contract including the legal budget and the Self Insurance Fund; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification for the financing of the project from the Self Insurance Fund reserves:

Increase 171-155092190 Professional Services $18,410

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

Robert B Mielke

Robert B Mielke, Mayor

FINANCE COMMITTEE
Date and Time: Tuesday, June 25, 2019 @ 5:30 pm., Council Chambers
Members Present: Rasmussen, Smith, Martens
Members Excused: Kellbach, and Nutting
Others Present: Groat, Lindman, Seubert, Goede. Schock

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

Discussion and possible action on budget modification ADA Facilities
Groat stated CVMIC had encouraged all of its members to conduct facility ADA audits. The Council authorized a creation of a staff committee to come up with a plan to accomplish this. An RFP was written, the Board of Public Works opened the bids, and the committee selected ACT Services proposal of $18,410. There was no budget developed in anticipation of this project, but the Attorney's Office legal budget has funds available in Professional Services-Legal. She indicated another option would be to take money from the Self Insurance Fund and since this ADA audit was a recommendation of our insurance company, she felt this could be an appropriate alternate funding source.

Lindman stated they will provide an analysis of the buildings that are typically open to the public, as well as buildings at the city Park's Department.

Motion by Martens, second by Smith to approve the budget modification for the ADA audit from the Self Insured Fund. Motion carried 3-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving engagement of additional services with ACT Services and related budget modification

Committee Action: Pending

Fiscal Impact: $1,799.99

File Number:

Date Introduced: August 12, 2020

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐ No☒		
	Included in Budget:	Yes☐ No☒	*Budget Source: $1,799.99 Self Insurance Fund Reserves*	
	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 Board of Public Works, on accepted a proposal from ACT Services for the Americans with Disability Act facility audit in the amount of $18,410; and

WHEREAS, your Finance Committee, on June 25, 2019, approved a budget modification for the audit; and

WHEREAS, the Board of Public Works approved the payment of an invoice in the amount of $11,610.00

WHEREAS, additional services were recommended by ACT Services in the amount of $900.00; and

WHEREAS, a second invoice was received in the amount of $7,699.99, bringing the total to $19,309.99, or over the approved amount by $899.99; and

WHEREAS, your Finance Committee, at their August 12, 2020 meeting, discussed and approved the additional services with ACT Services in the amount of $1,799.99 and the related budget modification.

WHEREAS, a 2020 budget modification for the additional services is necessary as follows:

Increase 171-155092190 Professional Services $1,799.99

NOW, THEREFORE, BE IT RESOLVED that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to enter into a proposal with ACT Services for additional services related to the ADA facility audit in the amount of $1,799.99.

Approved:

____

Katie Rosenberg, Mayor

Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Comments on Requests for Proposals for Towing Services.

- The City of Wausau has never had a formal agreement with any tow company. From time to time, the City has needed the following types of tows:
    - Non-consensual/no-preference tows – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
    - Evidence tows – When a vehicle that needs to be towed is considered evidence
    - City owned vehicle tows – When a vehicle, owned by the City, needs to be towed
- The City suggests entering into a Towing Services Agreement to reasonably ensure that the lowest cost, fastest response, and highest quality towing services and storage are being obtained.
- The City is suggesting an agreement with a primary and secondary tow company for each type of tow listed above. In other words, a total of six (6) agreements will be established. One tow company may be awarded more than one agreement.
- This agreement is not applicable for any other type of tow not described above.
- Only towing companies within the corporate limits of Wausau are eligible to submit a proposal.
- The City would be responsible for all charges for towing and storage of City owned vehicles. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City, are the responsibility of the owner of such vehicles. The City would not be responsible for towing or storage charges for non-City owned vehicles that are being held by the police department for evidentiary purposes.
- If an abandoned vehicle's owner cannot be located, the towing company will follow Wis. Stat. § 342.40 and ultimately sell the car. Those proceeds would go to the towing company to pay for any charges incurred for towing and storage. Any additional amount would go back to the City and be put into the General Fund.

REQUEST FOR PROPOSALS

Towing Companies for the City of Wausau/Wausau Police Department

In Wausau, WI

INTRODUCTION

The City of Wausau is requesting proposals from tow companies within the City of Wausau to assist the Wausau Police Department when they are confronted with a need to tow a vehicle. This will be a one year contract, and will begin on the day the contract is executed by all parties. There are three types of tows that the City is requesting separate proposals from the tow companies. These tows are:

- Non-consensual/no-preference tows – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
- Evidence tows – When a vehicle that needs to be towed is considered evidence
- City owned vehicle tows – When a vehicle, owned by the City, needs to be towed

One proposal will be selected for each type of tow. One tow company may be awarded more than one contract, if they meet the requirements. The company chose will be considered the primary contact. However, the City will also be selecting a secondary company to fulfill the obligations of the primary company if the primary company is unable to timely accommodate a request to tow.

SELECTION

Tow companies within the City of Wausau are asked to submit concise, separate proposals in response to the information requested below. The proposals should be prepared on standard-sized paper. The amount of stock advertising included with the proposals should be limited.

Regardless of the type of tow that the proposal is for, the proposal will be reviewed by city staff and the Wausau Police Department based on the following criteria:

Charges – The fees, for both the actual tow and storage fees, being proposed are appropriate and competitive with other tow companies

A. Payment for towing services will be in accord with the prices submitted to this RFP and later incorporated into a subsequent contract. The Tow Company shall accept credit card payment for services rendered. Tow Company shall not receive payment if the request for tow is cancelled before Tow Company has arrived at the scene.

B. The prices as submitted to this RFP and later incorporated into a subsequent contract shall remain firm throughout the term of the contract. Requests for price adjustments need to be submitted in writing to the City and shall not exceed the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Midwest Region, All Items Index for the preceding year.

Equipment – The Company needs to have the following minimum requirements:

a. At least two towing vehicles capable of loading and unloading cars, trucks, and other equipment in a manner consistent with the manufacture's recommendation to prevent damages. This includes dolly service if required.
    i. e.g., tow truck with a manufacturer's rated gross vehicle weight rating of ten thousand (10,000) pounds or more, dual wheel chassis.
b. Towing vehicle(s) must be equipped with a winch or some other device that vehicle to be towed can be removed from a ditch or some other location from which direct towing is impossible.
    i. e.g., wrecker boom and winch rated at four tons or more.
c. Tow trucks must be equipped with a wheel lift capacity, two-way radio or telephone communication, broom, pan and scoop shovel, receptacle for debris, minimum 10 pound dry powder fire extinguisher, motorcycle belt, steering wheel holder, oil dry, and other necessary equipment.
d. All equipment used to fulfill this contract shall be kept in good repair and maintained to operate safely. Towing equipment shall meet all requirements of Wisconsin Department of Transportation and the Department of Motor Vehicles.

Response time – Be able to respond to a call for towing services within twenty (20) minutes upon receipt of the call. Thirty (30) minutes during inclement weather. Requests for towing squad cars, fire cars, Public Works Department pickup trucks and all City owned vehicles must be given preference.

Clean Up – Tow truck operator shall not leave the scene until all debris, oils, and radiator fluids (including all absorbent material) have been properly removed from the scene. The process for removal and disposal of debris must be in accordance with all environmental laws and regulations. The Tow Company shall not be required to clean up large spill of liquids or solid materials that require lengthy clean up operations or specialized equipment for removal.

Company Business Hours – The Company must be available 24 hours a day, 7 days a week.

Storage Yard – The Company must own a storage yard that is in compliance with all state laws and regulations and that is staffed during normal business hours.

Insurance – The following insurance limits are required:

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

1.	Each Occurrence limit	$1,000,000
2.	Personal and Advertising Injury limit	$1,000,000
3.	General aggregate limit (other than Products–Completed Operations) **per project**	$2,000,000

4. Products–Completed Operations aggregate $2,000,000
5. Fire Damage limit — any one fire $50,000
6. Medical Expense limit — any one person $5,000
7. Products – Completed Operations coverage must be carried for two years after acceptance of completed work

B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of $1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– "Any Auto" basis.

C. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshore & Harbor Workers Compensation Act coverage.

D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of $2,000,000 each occurrence and $2,000,000 aggregate, and a maximum self-insured retention of $10,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Wausau

E. Service Provider's Equipment or Property – The Service Provider is responsible for loss and coverage for these exposures. City of Wausau will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the Service Provider or are to be built, installed, or erected by the Service Provider. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the Service Provider.

F. Garage Keepers Liability - $50,000 per vehicle or $500,000 per occurrence.

F. Also, see additional requirements below.

ADDITIONAL REQUIREMENTS

A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Wausau
B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
C. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of service work – City of Wausau**, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 26 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their**

equivalents for a minimum of 2 years after acceptance of work. This does <u>not</u> apply to Workers Compensation Policies.

D. <u>Waivers of Subrogation</u> in favor of City of Wausau must be endorsed onto the service provider's Worker's Compensation, Commercial General Liability, Automobile Liability, Umbrella Liability coverage, and Property/Equipment coverages.

E. <u>Deductibles and Self-Insured Retentions</u> – Any deductible or self-insured retention must be declared to the City of Wausau.

F. <u>Evidences of Insurance</u> – Prior to execution of the agreement, the Service Provider shall file with the City of Wausau a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form <u>CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure</u> must also be provided or its equivalent on the Commercial General Liability coverage.

<u>PROPOSAL REQUIREMENTS</u>

Please submit proposals by ____________________ with a dated cover letter and the signature block on the last page of this RFP to:

Wausau Police Department
ATTN: Matthew Barnes
515 Grand Avenue
Wausau, WI 54403

Emailed electronic versions of the proposals will also be accepted at: (NEED EMAIL)

Please include the following information with your proposal, specifying which type of tow the proposal is for:

1. Company name, address, phone number, and primary contact

2. Names, titles, and responsibilities of the individuals from your company that will be involved in each tow and storage

3. Background experience, operator credentials, and equipment inventory

4. A detailed description of existing or proposed storage facilities, security, and minimum square footage intended to be provided for each vehicle. Provide a copy of the title or current lease agreement for all property and storage facilities proposed to use to meet the requirements of this RFP.

5. Insurance evidencing the above requirements. Note: If awarded the contract, the City of Wausau will need to be named on the Certificate of Insurance.

6. Approximate cost for the tow, site clean up, and daily storage fees of the towed vehicle

7. Acknowledgement and confirmation that the company will respond to the request for a tow within twenty (20) minutes, thirty (30) minutes if inclement weather.

8. Provide a list of governmental organizations/municipalities and/or clients with whom Proposer has done similar business within the last two (2) years. Include the client name, address, telephone number and name of a contact person, description of the performed work, and the contract period and duration.

CLARIFICATIONS AND EXCEPTIONS

Proposers must raise any questions they have about the RFP without delay. All questions are to be directed in writing to the contact person indicated above. Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP shall immediately notify the contact person above and request clarification.

TERMS AND CONDITIONS

The City reserves the right to accept or reject any or all proposals or portions thereof without stated cause. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement, with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist; the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. By the conclusion, the City wishes to have a primary and secondary tow company for each type of tow outlined above. The City may also elect to reject all proposals and re-issue a new RFP.

The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best abilities and qualifications to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the tow company.

Billing

A. Invoices for services provided shall be sent the first of every month to:

   City of Wausau Police Department
   515 Grand Avenue
   Wausau WI 54403

B. The City is responsible for all charges for towing and storage of City owned vehicles only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City, are the responsibility of the owner of such vehicles. Storage rates charged to privately owned vehicles shall be no greater than those charged to the city under this contract. The City of Wausau shall not be responsible for payment of towing charges for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or for the towing of non-City owned vehicles being held by the police department for evidentiary or other purposes.

C. Monthly billing statements shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates and the total number of days stored.

Disposition Requirements and Obligations for Abandoned Vehicles

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount, shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall routinely provide these records to the City. Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, would be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 would also be considered a default and would be ground to terminate the Towing Services Contract.

Area of Service

Towing service shall be provided to any location inside the City's corporate boundaries. Vehicles shall be towed from their stalled or parked location to another location within the City or not more than two miles outside of the City's corporate limits as directed by a City agency.

Vehicle Storage

A. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all time; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.

B. Tow Company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at Tow Company's storage facility.

C. All vehicles shall be protected from vandals and pilferage.

D. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date and time of access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.

E. Tow Company shall provide immediate response to a request for the release of a vehicle twenty four (24) hours a day, seven (7) days a week. In the event no one is available to release a stored vehicle upon request, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.

F. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.

G. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company's negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

Indemnification

Tow Company hereby agrees to indemnify, defend and hold harmless the City of Wausau, 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, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Tow Company or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Tow Company shall reimburse the City of Wausau, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Tow Company employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Tow Company's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Performance Requirements

A. Rules of Conduct

The towing agency shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.

a. Regulation

The towing agency shall comply with all applicable laws, regulations and ordinances including those that regulate tow units, impoundment, towing, storage, selling or junking of vehicles.

Termination of the Contract

A. Default

This contract may be terminated by either party for failure by the other party to perform under the terms of this contract, through any cause not beyond the control of such party, by the giving of written notice to such party. In this event, termination shall be effective upon receipt of such notice. In the event of default by Tow Company, Tow Company shall be not be entitled to compensation for work or services unsatisfactorily or improperly performed.

B. Insolvency and Bankruptcy

This contract may be terminated by City if Tow Company becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

C. For Convenience

The City may terminate this contract by giving written notice to the Tow Company. Such termination shall be effective upon receipt of notice and the Tow Company shall be entitled to just and equitable compensation for any satisfactory work completed.

D Rights are Cumulative

The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this contract, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

Delinquent Taxes and Charges

The City may terminate this contract if the Tow Company uses any property in connection with its towing or other operations, whether for administrative or office purposes, or for other functions, upon which any tax, fee, assessment or charge, imposed by the City of Wausau, is, or during the term of the contract, becomes delinquent or overdue.

Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin. Information qualifying as a "trade secret" as defined in the Wisconsin State Statutes, may be held confidential. Proposers shall seal separately and clearly identify all information deemed to be "trade secrets" as defined under Wisconsin Statutes. Do not duplicate or co-mingle information deemed confidential elsewhere in the Proposal.

NON-ACCEPTANCE OF PROPOSALS

No Proposal shall be accepted from, nor a contract awarded to any person, firm or corporation that is in arrears or is in default to the City for any debt or contract or has failed to faithfully perform any previous contract with the City.

CONTACT PERSON

Questions about the RFP or the agreement should be directed to Matthew Barnes, Deputy Chief, phone (715) 261-7807 or email (Matthew.Barnes@ci.wausau.wi.us)

SIGNATURE BLOCK

Note: Please return this page with your proposal

The undersigned, an authorized agent of his/her company, hereby certifies:

( ) familiarization with all terms, conditions, and specifications herein stated,

( ) company is qualified to perform work and services as proposed,

( ) that the proposal submitted is valid until ___________________________ (date).

______________________________	______________________________
Company Name	Authorized Signature
______________________________	______________________________
Mailed Address	Printed Name
______________________________	______________________________
City, State, Zip	Title
______________________________	______________________________
Type of Entity (S-Corp, LLC, etc.)	Phone Number
______________________________	______________________________
Web Site	Email Address