OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	**FINANCE COMMITTEE**
Date/Time:	**Tuesday, August 12, 2025, at 5:30 PM**
Location:	**City Hall (407 Grant Street) - Council Chambers**
Finance Members:	Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

FINANCE COMMITTEE AGENDA ITEMS

1 Minutes of the previous meeting(s) (07/08/2025) (07/22/2025).

2 Discussion and possible action on a sole source purchase request for Hanger 4 Door Bracing at the Wausau Downtown Airport.

3 Discussion and possible action regarding budget modification for Hanger 4 Door Bracing at the Wausau Downtown Airport.

4 Discussion and possible action regarding budget modification for Public Safety Building Chiller Project.

5 Discussion and possible action accepting the VW Settlement Grant from the State of Wisconsin and related 2025 budget modification for purchase of 10 buses for Wausau MetroRide.

6 Discussion and possible action authorizing continued membership in CVMIC for policy years 2026, 2027 and 2028.

Adjourn

Michael Martens, Chairperson

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

Any person wishing to offer public comment who does not appear in person to do so, may e-mail kody.hart2@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 transmitted to the Daily Herald newsroom 08/08/2025 at 4:30 PM.

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

FINANCE COMMITTEE

Date and Time: Tuesday, July 8, 2025, at 5:30 p.m., Council Chambers
Finance Committee Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke Vicki Tierney
Public Health & Safety Committee Members Present: Lisa Rasmussen (C), Lou Larson (VC), Becky McElhaney, Sarah Watson, Carol Lukens
Others Present: Maryanne Groat, Eric Lindman, Matthew Barnes, Tracy Durante

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:32 p.m.

Minutes of the previous meeting (06/24/2025).
Motion by Gisselman, seconded by Tierney, to approve. Motion carried 5-0.

Discussion and possible action regarding 2025 General Obligation Promissory Note for Capital Improvements.
Motion by Gisselman, seconded by Tierney, to cover the $149,349 from lead service line replacements with excess revenue surplus from 2024. Motion carried 5-0.

Discussion and possible action on approving Nominal Payment Parcel Report for Business Campus Trail E-W Connector, Project ID 6999-18-11, for the following properties: 8101 International Drive and 7801 International Drive.
Martens questioned the reasoning for going into close session. It was stated this was to consider potential purchases to offer land and easements in relation.

CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding possible action on Nominal Payment Parcel Report for Business Campus Trail E-W Connector, Project ID 6999-18-11, for the following properties: 8101 International Drive and 7801 International Drive.
Motion by Tierney, seconded by Henke, to convene the Finance Committee in Closed Session.
Roll Call Vote – Yes: McElhaney, Gisselman, Henke, Tierney, Martens; No: None. Motion carried 5-0.

CONVENED into Closed Session

RECONVENE into Open Session, if necessary, to take action on Closed Session items.

JOINT AGENDA ITEM FOR CONSIDERATION WITH THE PUBLIC HEALTH & SAFETY COMMITTEE

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:51 p.m.

Discussion and possible action approving contract for emergency shelter services with Bridge Street Mission, Inc.
Rasmussen stated the contract outlined an acceptable level of services and deliverables to accommodate emergency shelter during extreme weather events and year-round night shelter. It was also stated the contract offered the night shelter separately from voluntary programs offered by the organization. Rasmussen stated this would be a more sustainable option for the Community Outreach Coordinator.

Lukens stated that Marathon County had not committed to contributing funds to support the contract along with the city of Wausau. It was also stated that some unhoused people may have experienced religious trauma preventing those individuals from seeking services at this religious organization. Lukens stated a preference for extending the current services offered at the WMC Shelter for enough time to allow the Request for Proposal to receive more proposals.

Rasmussen stated hearing similar concerns to Lukens but none from district constituents. It was further stated timing is a concern to open the shelter in a timely manner. It was also further stated the contract specifically disallows discrimination and does not require individuals to participate in further religious-based services offered by the organization.

Teirney stated support as the current WMC Shelter was meant to be a temporary shelter. It was stated concerns that not having additional shelters during extreme weather in winter would lead to deaths among the unhoused population. Tierney stated non-religious based organizations had not responded to the RFP.

Watson also stated concerns with Marathon County not committing to contributing funds to support the contract and questioned why the city was moving forward alone when the original proposal was that the city and county would work together on the RFP process seeking shelter services. It was stated the county administrator may ask for the Marathon County Board to allocate unused funds from the current fiscal year to support the contract into the next fiscal year.

Larson stated support as no other organization had responded to the RFP. It was further stated that if the religious aspects of the organization remain separate from the shelter services of the organization this contract was acceptable.

Lukens stated concerns with the organization stating publicly that volunteers are required to adhere to Christian values and how that would translate to providing their services for shelter. It was stated the requirement of volunteering is for their religious-based services and not for the shelter services. Lukens stated a preference for an annual contract to seek review every year.

Rasmussen stated the Public Health & Safety Committee would have an annual review on the agenda to review the services for a number of concerns by committee and council members.

Gisselman stated embarrassment that the contract was delivered to the members of the Finance Committee the day of the meeting and stated more time was needed to review the contract. It was further stated that Marathon County should be involved in the contract agreement.

Martens stated the contract was straight-forward and did not seem out of the ordinary. It was further stated the contract approval should move forward.

Motion by Gisselman, seconded by McElhaney, to put this agenda item on the table to the next Finance Committee meeting. Motion failed 2-3, with Gisselman and McElhaney in support.

Gisselman stated concerns with the funding of this service in the context of potential funding cuts in the budget.

Martens stated that the budget will be a difficult conversation and that shelter services had been outlined as a service citizens of the city wanted.

Motion by Tierney, seconded by Henke, to approve the contract for emergency shelter services for the Finance Committee. Motion carried 4-1, with Gisselman opposed. Motion by Larson, seconded by Watson, to recommend the Common Council to move the contract forward for the Public Health & Safety Committee. Motion carried 4-1, with Lukens opposed.

Adjourn
Motion by Watson, seconded by Larson, to adjourn the meeting of the Public Health & Safety Committee. Motion carried. Motion by Tierney, seconded by Henke, to adjourn the meeting of the Finance Committee. Motion carried. Meeting adjourned at 6:52 p.m.

For full meeting video on YouTube: https://www.youtube.com/watch?v=JvADeTkZj74 and https://www.youtube.com/watch?v=TUToVHPteLo

FINANCE COMMITTEE

Date and Time: Tuesday, July 22, 2025, at 5:15 p.m., Council Chambers
Finance Committee Members Present: Michael Martens (C), Gary Gisselman (VC) (left at 5:43 p.m.), Becky McElhaney, Chad Henke, Vicki Tierney
Economic Development Committee Members: Carol Lukens (C), Chad Henke (VC), Gary Gisselman (left at 5:43 p.m.), Terry Kilian, Vicki Tierney
Others Present: MaryAnne Groat, Andrew Lynch, Tammy Stratz

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action regarding 2025 Budget modification for Lead Service Line Transfer for 2024 Project.
Motion by Henke, seconded by Gisselman, to approve the budget modification. Motion carried 5-0.

Discussion and possible action regarding 2025 General Obligation Promissory Note for Capital Improvements.
Gisselman was excused for the remainder of the meeting.

Henke stated that option two would save around $200,000 in interest but does not lower the levy this year. Henke stated support for option two.

Martens stated support for option two as it keeps rates at an even level for stability along with the small savings.

Motion by Henke, seconded by Tierney, to go forward with obligation promissory notes for capital improvements using option two. Motion carried 4-0.

Discussion and possible action regarding 2025 Budget modification for parking lot construction.
Motion by Henke, seconded by Tierney, to approve the budget modification for the two parking lots. Motion carried 4-0.

Discussion and possible action regarding authorizing the acceptance of Housing Counseling Capacity Building grant through Wisconsin Housing and Economic Development Authority (WHEDA).
Motion by Henke, seconded by Tierney, to accept the housing counseling capacity building grant. Motion carried 4-0.

Discussion and possible action regarding authorizing the continuous acceptance of the Wisconsin Lead Safe Homes Program (LSHP) funds through the State of Wisconsin, Department of Health Services.
Motion by Tierney, seconded by McElhaney, to approve. Motion carried 4-0.

JOINT AGENDA ITEM FOR CONSIDERATION WITH THE ECONOMIC DEVELOPMENT COMMITTEE

Noting the presence of a quorum Chairperson Lukens called the meeting to order at 5:54 p.m.

Discussion and possible action for purchasing property at 201 N 1st Avenue and 901 & 1021 Cherry Street in the City of Wausau.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in regards to purposes of purchasing property at 201 N 1st Avenue and 901 & 1021 Cherry Street in the City of Wausau.
Motion by Henke, seconded by Tierney, to convene the Finance Committee in Closed Session.
Roll Call Vote - Yes: McElhaney, Henke, Tierney, Martens; No: None. Motion carried 4-0.

Motion by Henke seconded by Tierney, to convene the Economic Development Committee in Closed Session.
Roll Call Vote – Yes: Tierney, Henke, Kilian, Lukens; No: None. Motion carried 4-0.

CONVENED into Closed Session.

RECONVENE into Open Session, if necessary, to take action on Closed Session items.

Motion by Henke, seconded by Tierney, to move forward on the purchase of property at 201 N. 1st Avenue for the Economic Development Committee. Motion carried 3-1, with Kilian opposed. Motion by Henke, seconded by Tierney, to move forward on the purchase of property at 201 N. 1st Avenue for the Finance Committee. Motion carried 4-0.

Adjourn

Motion by Tierney, seconded by Henke, to adjourn the meeting of the Finance Committee. Motion carried. Motion by Kilian, seconded by Henke, to adjourn the meeting of the Economic Development Committee. Motion carried. Meeting adjourned at 6:26 p.m.

For full meeting video on YouTube: https://www.youtube.com/watch?v=mp_tlow2gh4 and https://www.youtube.com/watch?v=SYvRfyc7yKs

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 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.

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

Purchase and installation of the bracing required at the Airport Hangar 4 door.

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

Hangar 4 folding door needs additional framing support and bracing so the door is properly supported when opening and closing. The current door frame flexes and will eventually cause damage to the door. The proposed bracing will structurally support the door preventing possible future damage to the frame and door.

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.

Norman Vick Construction is the contractor that worked with the structural engineer on their analysis and design of the bracing. Norman Vick is also the construction contractor the door manufacturer recommended to provide maintenance on the door and complete this work.

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

Norman Vick knowledge of the project, they're the maintenance contractor for the door and they worked directly with the engineer for the design of the bracing make them uniquely qualified and most knowledgeable about the work needing to be completed.

5. How did you determine that the sole source vendor's price was reasonable?
   Structural engineer determining costs are reasonable based on knowledge of this type of work and experience with similar projects.

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) – Community Development urgency and desire to expedite redevelopment at this site.

☐ 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: Engineering

Preparer: Kevin Fabel

Vendor Name: Norman Vick Construction, Inc.

Expected amount of purchase or contract: $30,200

Department Head Signature: ***Date:***

Finance Director Signature: ***Date:***

Dept. of Public Works & Utilities

Eric Lindman, P.E.
Director of Public Works & Utilities

TO: Finance Committee & City Council

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: August 12, 2025

SUBJECT: Budget Modification - Airport Hangar Door #4 Structural Bracing

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The folding door to airplane hangar #4 is binding and creating loud banging noises when opening and closing. This is due to the frame of the building flexing as the door is operating. The door company made some adjustments to the door and it is now opening and closing normally. The door company said this is only a temporary fix and the frame/columns around the door need to be stabilized by adding some additional columns. Without this stabilization the door would continue to need adjustments periodically and there would be a significant risk of damage to the door.

In February you approved the structural engineering analysis to be completed. Based on that analysis proper bracing was designed and the location of the bracing was determined. The cost of the bracing and installation is $30,200. Requesting sole source approval and budget modification of the work.

Get Hooked Up With

NORMAN VICK Construction, Inc.

Columbus, WI 53925 715-776-5134
W2778 englewood Rd

Proposal

SPECIFICATIONS AND ESTIMATE

Page No. 1 **of** 1 **Pages**

Proposal Submitted to MARathon COUNTY	Phone	Date JUNE 24 - 2025
Street	Job Name HANGER No #4	
City, State and Zip Code	Job Location WAUSAU AIRPORT	

We hereby propose to furnish materials and labor necessary for the completion of

REINFORCE Both Large columns with engineering on 95' BiFold Door — 24,500.00

add steel price increase from last fall — 200.00

adjust straps to make Door go up level — 5,500.00

Down Payment for engineering $10,000.00

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of thirty thousand two hundred and 00/100 dollars ($ 30,200.00)

All material is guaranteed to be specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will be come an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensations Insurance.

Authorized Signature [signature]

Note: This proposal may be withdrawn by us if not accepted within ______ days.

ACCEPTANCE OF PROPOSAL The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be make as outlined above.

Date of Acceptance __________

Signature __________

Signature __________

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

RESOLUTION OF THE FINANCE COMMITTEE

Resolution Adopting 2025 Budget Modification for Hanger 4 Door Bracing at the Wausau Downtown Airport.

Committee Action: Pending

Fiscal Impact: $30,200

File Number:	24-1109N	**Date Introduced:**	August 12, 2025

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐No☒		
	Included in Budget:	Yes☐No☒	*Budget Source:*	
	One-time Costs:	Yes☒No☐	*Amount: $30,200*	
	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 Hangar 4 Folding door at the airport is not functioning properly due to inadequate bracing of the door frame and as a result has a high risk of damage and failure creating a safety hazard; and

WHEREAS, in February 2025 your finance committee approved a budget modification for a structural engineering analysis and design of additional bracing to properly support this door; and

WHEREAS, The structural analysis and design was completed and a proposal to complete the work has been provided by Norman Vick Construction, Inc; and

WHEREAS, staff recommends a sole source approval as Norman Vick Construction, Inc who worked directly with the design engineer and the door manufacturer recommended them to complete the work for this type of door; and

WHEREAS, the Finance Committee at their August 12 meeting, reviewed the budget modification request and sole source request and recommended funding the budget modification as proposed and approval of the sole source request; and

*Fund	*Cost Center	Spend Category	Project	Debit Amount	Credit Amount
451 Central Capital Purchasing Fund	57141 Facilities Capital	58220 General Municipal Buildings		$0.00	$24,452.00
400 Capital Projects Fund	57337 City Highway Building Improvements Capital Outlay	58223 Highway Buildings	2025 CIP Garage Door Repairs	$0.00	$5,748.00
440 Capital Projects Fund - Bond Proceeds	53512 Airport Capital Projects	52150 Architectural, Engineering and Planning Services	2025 Airport Hangar #4 Door Improvements	$30,200.00	$0.00

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized and directed to modify the 2025 Budget.

Approved:

____

Doug Diny, Mayor

Dept. of Public Works & Utilities

Eric Lindman, P.E.
Director of Public Works & Utilities

TO: Finance Committee & City Council

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: August 12, 2025

SUBJECT: Public Safety Chiller Replacement – Budget Modification #2

The Chiller at the Public Safety Building is past its design life and not functional. The city council approved a capital replacement budget of $215,000. Staff worked with a vendor to assist in preparing four separate options to bid the project. Because of the estimated cost of the project this work was required to be bid rather than working directly with vendors to receive quotes. A specification and contract documents were prepared using the options that were outlined allowing bidders to choose one of these options or prepare their own design. Three separate contractors pulled the bid package for possible bidding. We received comments from two of the potential bidders to extend the bid date an additional week to provide more time. Staff extended the bid an additional week and received one bid, bid was in the amount of $347,000.

In April a budget modification for the project was approved in the amount of $135,000, resulting in a total project amount of 350,000. The project is about 90% complete and waiting on equipment to complete the final installation and start up of the system. Due to the delay with the equipment the project is taking longer than estimated. A structural analysis of the roof was required for the selected chiller unit and the need for temporary AC units at this facility requires additional funding to complete this project.

The request of the Finance Committee and Council is to approve a budget modification in the amount of $86,200 to complete the Public Safety Building Chiller Replacement Project. This will bring the total project budget to $432,600.

August 6, 2025

Leo Gau
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Cooling Tower Replacement, Public Safety Building, 606 East Thomas Street-Additional Work Required

Proposal: JAD08062025A HUB #7014

Dear Mr. Gau:

We are pleased to submit our scope of work for the above-referenced project as indicated below. This proposal is for the additional work required to complete the installation of the new cooling tower. This additional work was unknown and not included in the original proposal.

Our scope of work Lump Sum Price for this project is: **$82,600.00 (Eighty-Two Thousand Six Hundred Dollars)**

Included in our Proposal:

1. Subcontract Pearl Engineering to perform the following:
   - Site visit and 3D laser scanning of the existing facility in the project area.
   - Confirm existing and new roof joist loading and serviceability considerations.
   - Check for current code required snow loading.
   - Detail new framing to support and distribute loads.
   - Prepare construction drawings.
   - Field administrative engineering services associated with the construction process, including shop drawing review and construction clarifications (attended to in the office).
2. Provide and install the following:
   - Structural support stand and framework for the cooling tower determined by Pearl Engineering.
3. Subcontract AES, Inc. for all temperature control work that is required.

4. Subcontract the customers chemical contractor to install all required chemical pumps and chemicals for the cooling tower.
5. Subcontract a crane service to lift the tower support structure onto the roof.

Proposal Clarifications:

1. City of Wausau to provide the following:
    a. A-Rite Roofing for all roof patching around the equipment stand.

Exclusions from our Proposal:

1. City permits.
2. Premium labor.
3. Roof patching.

This proposal reflects material pricing as of this date and is valid for 15 days.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month. If payment is made by credit card, a 1.5% processing fee will be charged.

Contractor shall issue an invoice to Customer for all amounts and fees due and owing under this Agreement. Customer shall pay all invoiced amounts and fees due to the Contractor per agreed upon terms based on Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or electronic transfer. Customer acknowledges and agrees that it is solely responsible for the prompt payment of all amounts and fees due and owing under this Agreement. In no event shall Contractor be responsible for lost, misdirected, misallocated, or misplaced Customer funds otherwise intended for the satisfaction of Contractor invoice(s) but directed to non-affiliated third-parties, including Contractor. Customer acknowledges and agrees it is the sole responsibility of Customer to confirm application and allocation of Customer funds to the correct invoice(s), and agrees to indemnify and hold harmless Contractor regarding the same.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Any inclusion of tax relates to applicable federal, state, local, sales and use taxes, owner is responsible for all taxes, charges, fees, levies, imposts, duties, tariffs or other assessments imposed or payable to any federal, state, local or foreign tax or government authority, including goods, services, value added, transfer, customs, personal property, stamp duty, excise and other obligations of the same or similar nature (individually and collectively, "Taxes"); provided, however, that Owner will not be responsible for any Taxes due on the net income of

Tweet/Garot. If Tweet/Garot is required by applicable law to collect Taxes from Owner, Tweet/Garot may add such Taxes to invoices submitted to Owner by Tweet/Garot. The prices quoted in this bid are subject to change based on the market conditions and procurement cost. Final pricing will be confirmed at the time of procurement.

Thank you for the opportunity to submit this proposal. Please call **(715) 493-3739** or e-mail **john.deering@tweetgarot.com** with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Tomahawk

John Deering
Service Manager Northern WI Accounts

Acceptance of Proposal:

By: ____

P.O. No. ____

Date: ____

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

RESOLUTION OF THE FINANCE COMMITTEE			
Adopting 2025 Budget Modification for the Public Safety Building Chiller Project.			
Committee Action:	Pending		
Fiscal Impact:	$86,200.00		
File Number:	24-1109O	**Date Introduced:**	August 12, 2025

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐No☒		
	Included in Budget:	Yes☐No☒	*Budget Source:*	
	One-time Costs:	Yes☒No☐	*Amount: $86,200*	
	Recurring Costs:	Yes☐No☒	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐No☐	*Amount:*	
	Grant Financed:	Yes☐No☐	*Amount:*	
	Debt Financed:	Yes☒No☐	*Amount:$86,200*	*Annual Retirement*
	TID Financed:	Yes☐No☐	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, The chiller at the Public Safety Building failed and a project was bid in April 2025 to complete the work for replacing the chiller; and

WHEREAS, the 2025 budget for the project was $215,000 and the bid received in the spring of 2025 was $347,000; and

WHEREAS, A budget modification was approved by the Finance Committee in April 2025 in the amount of $135,000; and

WHEREAS, the project began in May 2025 and temporary air conditioning was required to be installed in the building due to the project continuing through summer; and

WHEREAS, the delay in materials and equipment delivery has required longer than anticipated temporary air conditioning, increasing the overall cost of the project; and

WHEREAS, the funding from the project will come from debt proceeds and related investment income;

*Fund	*Cost Center	Spend Category	Project	Debit Amount
400 Capital Projects Fund	57211 Police Capital	58121 Furniture/Equipment-LawEnforcement	Police Facility Cooling Tower	$86,200.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that a budget modification in the amount of $86,200, increasing the overall project budget to $432,600. is approved for the Public Safety Building Chiller Project.

Approved:

____

Doug Diny, Mayor

GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

DIVISION OF ENTERPRISE OPERATIONS
VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

AND

CITY OF WAUSAU

THIS AGREEMENT is made and entered into by and between the Division of Enterprise Operations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and the City of Wausau ("Grantee").

WHEREAS, §16.047(4m), Wis. Stats., provides that the Department shall establish a program to competitively award grants of Volkswagen ("VW") settlement funds from the appropriation under §20.855(4)(h), Wis. Stats. to eligible applicants for the replacement of eligible public transit vehicles; and

WHEREAS, on behalf of the State, the Department administers the Volkswagen Mitigation Transit Capital Assistance Grant Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, the City of Wausau is an eligible applicant under §16.047(4m), Wis. Stats.; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an initial award to Grantee in an amount not to exceed $6,415,000.00 for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) Attachment A – Statement(s) of Work (most recent version)
2) Attachment B – Reimbursement Request
3) Attachment C – Eligible and Ineligible Activities
4) Attachment D – Budget
5) Attachment E – Reporting Form

The following documents are made part of this Agreement by reference:

1) Completed Grant Application (including Appendix A)
2) Volkswagen Diesel Emissions Environmental Mitigation Trust Agreement for State Beneficiaries, Puerto Rico, and the District of Columbia (the "State Trust Agreement") (most recent version)
3) Grant Announcement - VW Mitigation Program Transit Capital Assistance Grant Program - Round 3

CITY OF WAUSAU	STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
BY: ______________________ Doug Diny	**BY:** ______________________ Anne Hanson
TITLE: **Mayor**	**TITLE:** **Deputy Secretary**
DATE: ______________________	**DATE:** ______________________

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be Erin Smith, VW Mitigation Program Administrator, Division of Enterprise Operations and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

Grantee's employee responsible for the administration of this Agreement shall be Arran Hersey, who shall represent Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, Grantee pledges to abide by and comply with the following requirements:

1. Agreement funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.

2. Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under §19.41, Wis. Stats. *et seq* and §19.59, Wis. Stats. *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 4. STATEMENT OF WORK

1. Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on any Statement of Work approved by the Division. Changes to any Statement of Work may be made only by written agreement of both the Division and Grantee.

2. Grantee shall complete all work tasks that it commits to in any approved Statement of Work. Failure to meet this requirement may result in termination of this contract under ARTICLE 11 of this contract.

3. All Statements of Work shall constitute a written amendment to this Agreement setting forth the nature and scope thereof. The State reserves the right to determine whether the scope or expenses provided in a Statement of Work are eligible under §16.047(4m), Wis. Stats. and the State Trust Agreement. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

4. The Department maintains responsibility for the interpretation of terms, conditions and costs listed in the Statement of Work.

5. In the event of conflict between the provisions of the Terms and Conditions and the Statement of Work and Budget, the provisions of the Statement of Work and Budget shall prevail.

ARTICLE 5. PERIOD OF PERFORMANCE

Grantee may only incur eligible project expenses during the time period between **the date of Agreement execution by the Department** and December 31, 2026 (the "Performance Period")**.** All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 6. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in any approved Statement of Work and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Division. The Division reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State or Division bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in §19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in §51.01(5), Wis. Stats., sexual orientation as defined in §111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and Grantee in whole or in part.

Grantee’s management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

Grantee may, but is not required to, acknowledge the financial assistance provided by the Department in any report, study, video, website or other document resulting from this contract.

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 20. SOURCE AND AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature for the eligible expenses covered under this Agreement. Funds awarded under this Agreement have been encumbered and are subject to the continued availability of funding from the State of Wisconsin. Funds are also subject to continued availability from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

ARTICLE 21. VARIANCES

Certain variances to the budget outlined in the Statement of Work may be permissible. The changes shall be agreed to by both parties and approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 22. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited, and which are directly attributable to grant activities and identified and approved in any Statement of Work, Budget and/or Eligible and Ineligible Activity List.

1. Eligible Costs subject to reimbursement by this Grant may not be incurred prior to the execution of this Agreement by the State.

2. Costs only as identified in the Budget and described in the Statement of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 23. REIMBURSEMENT OF FUNDS

Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to Grantee in excess of the allowable eligible costs under this Agreement. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. Grantee shall not apply funds authorized pursuant to other agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program Income.

ARTICLE 25. FINANCIAL MANAGEMENT

Grantee agrees to maintain a financial management system to assure funds are spent in accordance with applicable laws and regulations and to assure that accounts and accounting records for funds received under this Agreement are segregated from other Agreements, programs, and/or projects.

ARTICLE 26. METHOD OF PAYMENT

The Department shall make payment via electronic funds transfer/check to Grantee. Payment shall only be made after the Department confirms reimbursement materials are complete and accurate, Grantee activities are compliant with all program requirements, and all program expenses are eligible and occurred within the period of performance.

The Department will not make payments during the final two weeks of June.

ARTICLE 27. GRANTEE REQUESTS FOR REIMBURSEMENT

This is a reimbursement program. Grantee must adhere to the requirements found in Attachment C (Reimbursement Request) in order for payment to be made.

The Department shall make payment if it determines that expenses provided in a Statement of Work are eligible under §16.297, Wis. Stats. and eligible under the "State Trust Agreement." Reimbursement requests shall be accepted by the Department throughout the Period of Performance. Grantee shall submit reimbursement materials as electronic files to the following email address:

vwsettlement@wisconsin.gov

Hardcopies of materials, only when requested by the Division, shall be sent to the following address:

Volkswagen Mitigation Program
Department of Administration
Division of Enterprise Operations
101 East Wilson Street, 6th Floor
PO Box 7867
Madison, WI 53707-7867

All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 28. SHARED REVENUE REDUCTION

Grantee agrees that the receipt of agreement funds under this program will result in a reduction of future shared revenue payments pursuant to §79.036 (3), Wis. Stats. Payment reductions shall be calculated by the Department in accordance with §79.036 (3), Wis. Stats and processed by the Department of Revenue. Shared revenue reductions shall begin with the shared revenue payment following the first grant reimbursement payment to Grantee and continue for 10 consecutive annual payments by equal amounts. If in any year the reduction exceeds the shared revenue payment under §79.036 (3), Wis. Stats the excess amount of the reduction will be applied to the payment under §79.04, Wis. Stats.

Grantee's total shared revenue payment reduction shall be equal to 20 percent of the total amount of agreement funds received under §16.047 (4m), Wis. Stats. The Department shall calculate each shared revenue reduction based on the percentage listed above and each grant reimbursement payment made to Grantee.

The resulting shared revenue reduction(s) shall be processed by the Department of Revenue pursuant to §79.036 (3), Wis. Stats.

Grantee may receive reductions in both the July and November shared revenue payments if a reduction exceeds the total shared revenue payment for July. Reductions split between July and November shared revenue payments shall constitute one consecutive annual payment reduction.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 29. SINGLE AUDIT REQUIREMENT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees which received state funds during their fiscal year shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx).

ARTICLE 30. EXAMINATION OF RECORDS

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Inventory records and supporting documentation for allowable equipment and services purchased to carry out the project scope; 2) Documentation of Agreement Services and Materials; and 3) Any other records which support charges to project funds. Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 31. PROJECT ID

The Agreement shall include a unique Project ID number assigned by the Department for purposes of project administration. Grantee shall refer to the Project ID when requesting reimbursement.

ARTICLE 32. COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties online through DocuSign, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered online through DocuSign or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SPECIAL TERMS AND CONDITIONS

ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize competitive procurement practices for products and services purchased as a result of this award. Procurement practices shall follow applicable local and state law. Grantee is responsible for providing proof that competitive procurement practices and applicable state and local law were followed. If Grantee elects to purchase products or services from a cooperative purchasing contract where Grantee was not the primary procurement agent, Grantee is responsible for providing proof that competitive procurement practices were followed.

ARTICLE 34. REASONABLE COSTS

Grantee shall make reasonable efforts to control unit costs for products and services procured as a result of this Agreement. For purposes of this Article 33, whether Grantee's efforts to control unit costs are reasonable is subject to review by the Department as part of an Agreed Upon Procedures Audit as set forth in Article 34, and the Department's determination as to the reasonableness of such efforts shall be conclusive.

ARTICLE 35. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 36. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in Grantee's name, unless otherwise specified by an attachment. Disposition of any eligible buses shall be in accordance with the scrappage requirements of the program in Attachment A – Statement of Work. Disposition of any other equipment shall be in accordance with applicable law. The Department reserves the right to restrict disposal, transfer or use of all equipment in order to maintain compliance with the "State Trust Agreement."

ARTICLE 37. PATENT INFRINGEMENT

Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 38. PROGRAM INCOME

Program Income means gross income received by Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously paid for eligible expenses; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

All Program Income shall be recorded and shall be provided to the Department upon request.

ARTICLE 39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Grantee certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

ARTICLE 40. INFORMATION SHARING REQUIREMENTS

The Department may periodically request specific information from Grantee to comply with legislative inquiry, state statute, federal law, State Trust Agreement requirements or for other reasons. Grantee agrees to provide the requested information to the Department within 21 calendar days in a form and format determined by the Department. This section is in addition to Grantee's reporting requirements as specified in Attachment E – Reporting Form.

ARTICLE 41. USE OF ASSETS PURCHASED WITH AGREEMENT FUNDS

Grantee must use assets purchased with agreement funds for public mass transit service for the entire useful life of the asset. The Department adopts the useful life definition and minimum useful life standards for buses and equipment set forth by the Federal Transit Administration (FTA) in FTA Award Management Circular (5010.1E), revised 7-16-2018, except when noted. Grantee must notify the Department when the asset is permanently withdrawn from revenue service or experiences a casualty loss. The Department relinquishes any interest in the asset(s) when the asset(s) reaches its useful life standard or the asset's fair market value falls below 10 percent of its original purchase price.

Grantee shall pay all fuel, taxes, fees, maintenance, administrative and other operating costs associated with the asset(s) purchased with agreement funds. Grantee agrees to maintain the asset(s) in accordance with manufacturer recommendations and keep the asset(s) in a state of good repair. Grantee confirms that financial capacity exists to operate and maintain the asset(s) throughout the useful life of the asset(s).

In the event Grantee receives insurance proceeds resulting from the asset's total loss, Grantee shall use proceeds towards a replacement asset of similar kind or, if Grantee and the Department jointly determine the replacement of the asset to be burdensome or otherwise counter to program objectives, proceeds may be used for other means mutually agreed to by both parties in writing.

Grantee agrees that it will not transfer title, lease, lien, pledge, mortgage, or any other similar action prior to reaching the minimum the useful life standard of the asset(s) without written approval of the Department.

ARTICLE 42. COMPLIANCE MONITORING

The Department may conduct on-site compliance checks during the Period of Performance to ensure Program objectives are being met and Grantee activities are compliant with State Trust Agreement and Grant Agreement requirements. Grantee agrees to make personnel, documents, sites, assets and other records available for immediate inspection by an authorized representative of the Department.

ARTICLE 43. LOBBYING

Program funds may not be used to influence federal contracts or financial transactions.

ARTICLE 44. TRAINING-WORKSHOPS-SEMINARS-EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registration and/or exhibit/booth space, if requested.

ARTICLE 45. NONDISCRIMINATION IN CONTRACTING

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

ATTACHMENT A
STATEMENT OF WORK

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 3

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And

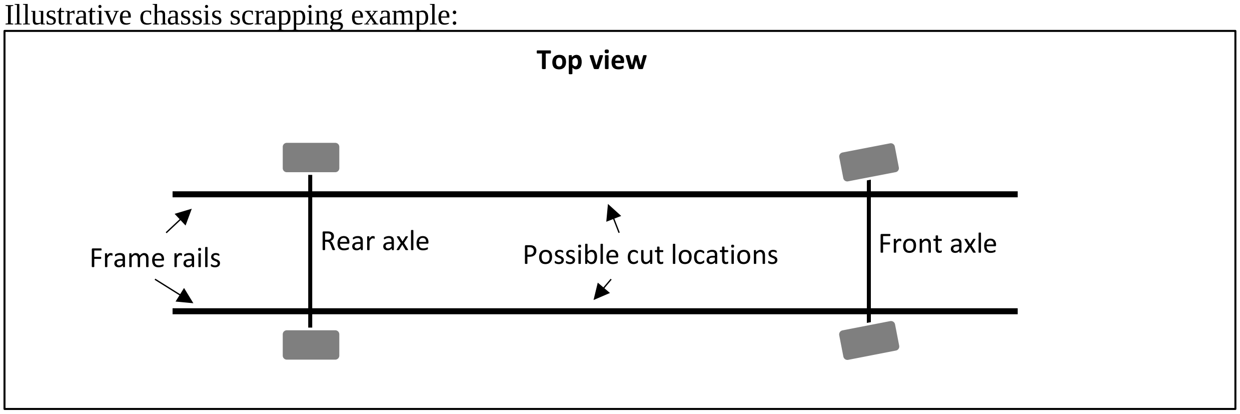
CITY OF WAUSAU

PROJECT ID: VW-BUS-WAUS-03

<ins>Summary</ins>
Grantee shall replace eligible buses identified in the Project Budget by purchasing, owning and operating a new bus as identified in the Project Budget. Grantee shall scrap all eligible old buses as identified in the Project Budget.

<ins>Scrap eligible old buses</ins>
Grantee shall replace eligible old buses identified in the Project Budget by scrapping and making them available for recycle, in accordance with the State Trust Agreement and this Grant Agreement. Scrapping shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. Scrapped shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half in at least two locations on separate sides of the vehicle between the front and rear axles. Scrapping shall be completed within 90 days of accepting delivery of the replacement bus(es). Per Grantee's request, the Department may grant approval for alternative scrapping methods in writing. Such approval must be obtained prior to the scrapping activity.

Illustrative chassis scrapping example:



<ins>Purchase eligible new buses</ins>
Grantee shall purchase, own and operate eligible new heavy-duty public transit buses for the purposes of carrying passengers in a public mass transit system operating in the State of Wisconsin.

1) New buses must be eligible under the State Trust Agreement and under §16.047(4m), Wis. Stats.

a) Eligible new buses must be owned by the Grantee and titled in the Grantee's name or Grantee's Governmental Agent (e.g. Transit Authority) or Department.
b) All vendors must be selected in accordance with local public contracting law. If no local public contracting law or regulations exist, the Grantee shall utilize state public contracting law and procurement processes. If the Grantee elects to purchase products or services from a cooperative purchasing contract where the Grantee was not the primary procurement agent, the Grantee is responsible for providing proof that competitive procurement practices were followed.
c) New buses must have an engine model year the same year as when the replacement occurs or one engine model year prior. For example, if bus replacement occurs in 2025, the engine model year of the new bus must be 2025 or 2024. A bus with an engine model year of 2023 or older would not be eligible for reimbursement under this example.
d) Grantee shall provide cost estimate documentation to the Department, and to the satisfaction of the Department, for all purchases over $25,000. For example, cost estimate documentation may be a vendor's quote, bid price sheet or similar document.

2) The Grantee shall submit draft Purchase Order(s) (PO) and itemized equipment lists to the Department for review prior to sending any POs to a vendor. Any expenses ineligible for reimbursement shall be on a separate PO, such as extras, add-ons, special order, or additional equipment. This will help ensure the Department is aware of project activities and has an opportunity to review and prepare for project reimbursement.

3) The Department will not work directly with a Grantee's vendor, except at the discretion of the Department, and will not accept reimbursement requests from a vendor.

<u>Reporting</u>
Grantee shall submit reports to the Department as specified in Attachment E – Reporting Form.

<u>Reimbursement</u>
This is a reimbursement program. Grantee must incur eligible project costs and pay for all project costs before requesting reimbursement. Grantee must complete reimbursement requests as specified in Attachment B – Reimbursement Request. All documents must be completed to the Department's satisfaction and all supporting documentation must be submitted. Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period.

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 3**

INSTRUCTIONS

This Excel workbook is available electronically at https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx

Complete this Excel workbook to request reimbursement of eligible expenses under the Volkswagen Mitigation Transit Capital Assistance Grant Program administered by the Department of Administration (DOA). This program is funded from Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia. Incomplete forms may not be considered. Personal information collected will be used for grant administration and may be provided to requesters to the extent required by Wisconsin's Open Record law.

Before completing this workbook, carefully review your grant agreement!

BUS REPLACEMENT REIMBURSEMENT REQUEST

- This workbook contains seven (7) worksheets. Review and complete all worksheets.
- Entry fields with light blue background color must be completed unless otherwise noted.
- Complete a separate workbook for each replacement bus project.
- Send the final, completed workbook to DOA via email to request reimbursement. Ensure all supporting documentation is included in your reimbursement request email. Multiple emails are acceptable.
- Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period shown in the Grant Agreement.
- Email all documents to DOA at vwsettlement@wisconsin.gov

INFRASTRUCTURE REIMBURSEMENT REQUEST

Contact DOA VW Mitigation Program Administrator for instructions on requesting reimbursement for non-vehicle, infrastructure expenses, if allowed by your Grant Agreement.

Erin Smith
vwsettlement@wisconsin.gov
608-267-3293

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 3**

REIMBURSEMENT CHECKLIST

GRANTEE:

PROJECT ID # *(from grant agreement)*

This documentation was completed and submitted by:

Name:

Date:

Title:

Phone:

Email:

Check off all items included with the reimbursement request. All items are REQUIRED.

Workbook items:

- ☐ Reimbursement Checklist
- ☐ Reimbursement Cover Page
- ☐ Vehicle Inspection Form
- ☐ Procurement Certification & Supporting Documents
- ☐ Certificate of Engine and Chassis Destruction
- ☐ NOx Air Quality Data

Additional items:

- ☐ Reimbursement Request Letter on Grantee Letterhead
- ☐ Copy of Purchase Order(s) *(for bus purchase and for scrapping services)*
- ☐ Copy of Vendor Invoice(s) *(for bus purchase and for scrapping services)*
- ☐ Proof of Payment From Grantee to Vendor *(e.g. copy of check, accounting sheet)*
- ☐ Before and After Scrapping Photographs *(details on Certificate of Destruction in workbook)*
- ☐ Copy of MV1 Title/License Plate Application for Replaced Bus *(provides proof of ownership)*
- ☐ Copy of MV1 Title/License Plate Application for New Bus
- ☐ Any additional materials if specified in the grant agreement
- ☐ Cost documentation for all purchases over $25,000 *(bid price sheet, vendor quote, etc.)*

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 3**

COVER PAGE

Statement: The Grantee formally requests reimbursement for eligible expenses outlined in the attached documentation and in accordance with the Agreement.

GRANTEE:

TOTAL REIMBURSEMENT REQUEST ($): $ -

REIMBURSEMENT REQUEST #: *(sequential)*

Grantee Address

Street 1:		City:	
Street 2:		Zip:	

Scrapped Bus

Vehicle Make:		Vehicle Model Year:	
Vehicle Model:		VIN:	
Engine Make:		Engine Model Year:	
Engine Model:		Engine Serial No:	
		Engine Family No:	
Fleet ID #:		Scrapping Cost:	$ -
Scrapping Date:		Scrapping Income:	$ -
		Maximum Eligible Scrapping Reimbursement (calculated):	$ -

New Bus

Vehicle Make:		Vehicle Model Year:	
Vehicle Model:		VIN:	
Engine Make:		Engine Model Year:	
Engine Model:		Engine Serial No:	
		Engine Family No:	
Fleet ID #:			
Delivery Date:			
Date Placed in Service:		New Bus Expenses Eligible for Reimbursement:	$ -

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 3**

NEW VEHICLE INSPECTION FORM

Grantee: 0

TOPIC	REQUIREMENT	PASS / FAIL	NOTES
FMVSS Sticker	Affixed to vehicle		
Interior Finish	Clean and adheres to contract specs		
Exterior Finish	Clean and adheres to contract specs		
Interior Lighting	Operable and adheres to contract specs		
Exterior Lighting	Operable and adheres to contract specs		
Accessible Lift / Ramp	Operable and adheres to contract specs		
Chassis / Frame	Inspect for leaks, damage, etc.		
Electrical	Inspect electrical system where applicable, including battery(ies)		
HVAC	Run heater, AC, fan and inspect compressor / condenser		
Engine	Inspect for leaks, loose components and noises. Operates as expected, gauges read normal		
Brakes / Parking brake	Tested and operates as expected		
Speed	Vehicle tested at varying speeds and on a roadway with posted speed limit at least 50mph		
Wipers / Windows / Seats	Tested and operates as expected		
Safety	Vehicle equipped with first aid kit, fire extinguisher and orange triangles		
Other	Report other tests or issues		

Mechanic / Authorized Representative Signature: *Type Signature Here*

(typed electronic signatures acceptable)

Print:

Date:

ATTACHMENT B: REIMBURSEMENT REQUEST

TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 3**

PROCUREMENT & CONTRACTING CERTIFICATION

Grantee: 0

Certification Statements *(check all, sign and date)* :

☐ *I certify that the purchase of the products and/or services presented for reimbursement were procured and contracted in a manner compliant with applicable state and local procurement and contracting law.*

☐ *I understand that if all or part of the products and/or service expenses presented for reimbursement were not procured or contracted in a manner compliant with applicable state and local procurement and contracting law, those products and/or services are ineligible for reimbursement from DOA and the VW Environmental Mitigation Trust Fund.*

☐ *I certify that supporting documentation showing compliance with applicable state and local procurement and contracting law is included with this reimbursement request.*

This certification MUST be accompanied by supporting documentation showing applicable state and local procurement and contracting laws have been followed. Examples of supporting documentation may include:

- copy of contract with vendor showing quoted prices
- screenshot of online procurement materials
- narrative of procurement process followed, including timeline
- procurement documents, showing products and services
- emails or other communications of procurement processes

Signature of Authorized Representative:

Signature: Type Signature Here   Date:

(typed electronic signatures acceptable)

Print:

ATTACHMENT B: REIMBURSEMENT REQUEST

TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 3**

CERTIFICATE OF ENGINE & CHASSIS DESTRUCTION

This form must be completed for each scrapped bus. Carefully review your grant agreement and statement of work for detailed scrapping requirements. Improperly scrapped vehicles will result in the Department withholding reimbursement of eligible new vehicle costs. Contact the VW Program Administrator with questions.

Grantee: 0

Scrapping Company *(if not scrapped in-house)*

Company Name:

Scrapping Company Representative:

Phone:

Street 1:

Street 2:

City:

Zip:

Scrapped Vehicle Information

Scrapping Date: 1/0/1900

Vehicle Make: 0

Vehicle Model: 0

Vehicle Model Year: 0

VIN:

Engine Make: 0

Engine Model: 0

Engine Model Year: 0

Engine Serial No:

Engine Family No:

Submit the following photographs to the Department.

- Photos must be submitted via email as .jpeg images to vwsettlement@wisconsin.gov.
- Filenames of photos must clearly describe what is in the photo.
- Submit the following photographs:
  - a) side-profile of vehicle
  - b) VIN label, etching or stamp
  - c) Engine label(s) showing manufacturer name and engine serial number
  - d) Chassis rails cut in half
  - e) Engine block, prior to hole, with measurement markings
  - f) Engine block, after hole, with measurement
  - g) Others, as requested by the Department

Grantee Certification Statement

I certify that within 90 days of receiving delivery of the replacement vehicle, the replaced vehicle was rendered inoperable and available for recycle. At a minimum, the engine has been disabled by causing a 3-inch hole to be cut in the engine block. In addition, at a minimum, the chassis of the vehicle was disabled by cutting the vehicle's frame rails completely in half in not less than two places between the front and rear axles. Required photographs have been included with the request for reimbursement.

Grantee Authorized Signature: *Type Signature Here*

(typed electronic signatures acceptable)

Name:

Date:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 3**

NOx DATA *(for EPA DEQ Final Calculations)*

SCRAPPED BUS

Engine Model Year:	0		
Fuel Type:			
Annual Fuel Gallons:	0	☐	*Check if estimated*
Annual Miles Traveled:	0	☐	*Check if estimated*
Avg. Daily Idling Hours:	0.0	☐	*Check if estimated*
Avg. Days Used Per Year:	0	☐	*Check if estimated*
Avg. Idling Hours Per Year:	0	*calculated*	
Scrapping Year:			
Estimated Life Remaining (years):	0		

NEW BUS

Fuel Type:			
New Engine Model Year:	0		
Annual Diesel Gallons Reduced*:	0	☐	*Check if estimated*

**If the new bus will have the same MPG rating and be used in a similar way to the old bus, enter "0".*

ATTACHMENT C
ELIGIBLE AND INELIGIBLE ACTIVITIES

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 3

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And

CITY OF WAUSAU

PROJECT ID: VW-BUS-WAUS-03

The Department maintains responsibility for the interpretation of terms, conditions and costs listed. The Department reserves the right to alter the list of eligible and ineligible activities at any time to maintain consistency with the Beneficiary State Trust, Trustee guidance, State Statute and the Department's interpretation of program rules. The list of ineligible activities is provided as a courtesy to Grantee and is not exhaustive.

Scrapping Activities		Eligible	Ineligible
1.	Activities directly related to the scrapping expense of a contractor.	X	
2.	Activities directly related to the labor and material expenses of conducting scrapping in-house.	X	
3.	Towing of a vehicle to a scrapping contractor.		X
4.	Grantee expenses related to preparing a vehicle for scrapping (i.e. draining fluids).		X
5.	Any expenses to disable, remove or transfer equipment except activities explicitly called for by the Agreement's scrapping requirement.		X
6.	Vehicle storage fees.		X
7.	Bad debts, late payment fees, finance charges or contingency funds, interest, and investment management fees. Liens or other interests on any replaced bus.		X

New Vehicle Activities		Eligible	Ineligible
1.	Base chassis, drivetrain, and body components (i.e. engine, frame, body, windows, tires, etc.).	X	
2.	Basic fit and finish only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee. (i.e. seating, flooring, ADA securement, lighting, etc.).	X	

3.	Trim, customary interior and exterior product packages, certain drivetrain options, accessibility features, life-safety equipment required by law and similar equipment customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials (i.e. LED lighting, window upgrades, driver seating upgrades, heating and cooling equipment) and only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee.	X	
4.	Customary manufacturer vehicle delivery charges.	X	
5.	Purchase or installation of new farebox or fare collection equipment only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
6.	Decals, vehicle wraps, signage, bike racks or other similar exterior accessories customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials, only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
7.	Communication equipment (i.e. two-way radio) only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
8.	Title, license and other vehicle registration fees.		X
9.	Training, training materials, workshops and travel of Grantee staff or contractors that is beyond what is included in the base vehicle cost.		X
10.	Operating expenses (i.e. data service plans, maintenance packages, operating software, fuel, insurance, wages, fringe, etc.).		X
11.	Grantee administrative expenses associated with the ordering, procurement, delivery, registration or other start-up costs of the vehicle.		X
12.	Extensive technology upgrades (hardware or software), as determined by the Department, unless explicitly authorized by the Department in writing prior to issuance of a purchase order.		X
13.	Attorney fees. Engineering/consultant fees. Taxes, except sales tax on eligible equipment and expenses.		X
14.	Extensive or uncustomary upfit, upgrades or extras, as determined by the Department.		X
15.	Transfer or installation of equipment from any vehicle into a new vehicle.		X
16.	Maintenance tools, repair equipment, spare parts or similar items.		X

ATTACHMENT D
BUDGET

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 3

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And

CITY OF WAUSAU

PROJECT ID: VW-BUS-WAUS-03

1) 100% of eligible expenses to scrap the following bus(es) and engine(s).

VIN	Vehicle Make	Vehicle Model	Engine Model Year	Engine Serial Number	Fleet ID #	Scrapping Allowance
15GGB271691176070	Gillig	35’ Low Floor	2008	46974201	901	$1,500.00
15GGB271891176071	Gillig	35’ Low Floor	2008	46900460	902	$1,500.00
15GGB271X91176072	Gillig	35’ Low Floor	2008	46974207	903	$1,500.00
15GGB271191176073	Gillig	35’ Low Floor	2008	46974213	904	$1,500.00
15GGB271591176075	Gillig	35’ Low Floor	2008	46900414	906	$1,500.00
15GGB271791176076	Gillig	35’ Low Floor	2008	46900594	907	$1,500.00
15GGB271991176077	Gillig	35’ Low Floor	2008	46974165	908	$1,500.00
15GGB271091176078	Gillig	35’ Low Floor	2008	46974178	909	$1,500.00
15GGB271081079493	Gillig	35’ Low Floor	2008	60333177	153	$1,500.00
15GGB271481079495	Gillig	35’ Low Floor	2008	60333176	155	$1,500.00

2) 100% of eligible expenses to purchase the following new bus(es).

Anticipated PO Date (MM/YYYY)	Vehicle Make	Vehicle Model	Engine Model Year	Engine Type	Reimbursement not to exceed
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	$640,000.00

ATTACHMENT E
REPORTING FORM

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 3

The Department must meet Trustee reporting requirements, including semi-annual reports describing the progress in implementing each project. The Department must collect information from the Grantee in order to create these reports. The Department must also collect information to track project implementation in accordance with program terms and conditions.

Grantee shall report twice annually on program activities. Grantee shall report on the period beginning when the Grant Agreement is fully executed and terminating when the recipient has received final payment for all projects as shown in Attachment D – Budget. Failure to submit complete and accurate reports prior to the reporting deadline may constitute cause for suspension of payments or agreement termination.

Submission due dates:

Reporting Period	Due Date
January 1 through June 30	July 15
July 1 through December 31	January 15

INSTRUCTIONS
1) Complete all fields.
2) Sign and date
3) Save form, keep a copy for your records
4) Submit the completed, electronic copy of this form to vwsettlement@wisconsin.gov

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENTERPRISE OPERATIONS
VW MITIGATION PROGRAM
09/2019

101 EAST WILSON STREET, 6TH FLOOR
PO BOX 7867
MADISON, WI 53707-7867

https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx

Submit form to vwsettlement@wisconsin.gov

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM
Semi-annual Report – Round 3

Section 1 **REQUIRED**			
Grantee	Click or tap here to enter text.		
Date	Click or tap to enter a date.	Project ID No. *(from grant agreement)*	Click or tap here to enter text.
Contact Person *(name, title, phone, email)*	Click or tap here to enter text.		
Reporting Period *(check one)*	☐ January through June ☐ July through December		

Section 2 **REQUIRED. TOTAL FOR ALL VEHICLE REPLACEMENT PROJECTS**			
Total Eligible Project Costs Incurred During Reporting Period*	$Enter text.	Total Eligible Project Costs Paid During Reporting Period	$Enter text.
Detailed Description of Project Activities During Reporting Period. Include Dates.			
Click or tap here to enter text.			
Detailed Description of Planned Project Activities for Upcoming Reporting Period (6 months).			
Click or tap here to enter text.			

**incurred costs include any expenses Grantee has assumed liability for and intends to seek reimbursement from the VW Mitigation Program.*

Authorized Representative Signature *(typed signature acceptable)*	Click or tap here to enter text.
Print Name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Date	Click or tap to enter a date.

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

JOINT RESOLUTION OF THE FINANCE COMMITTEE AND THE TRANSIT COMMISSION

Accepting the VW Settlement Grant from the State of Wisconsin and Adopting 2025 Budget Modification for Purchase of 10 Buses for Wausau MetroRide.

Committee	Pending
Fiscal Impact:	Approximate loss of annual shared revenues of $128,000 for 10 years
File Number:	18-0915
Date Introduced:	August 12, 2025

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐No☒	
	Included in Budget:	Yes☐No☒	*Budget Source grant income*
	One-time Costs:	Yes☐No☒	*Amount:*
	Recurring Costs:	Yes☒No☐	*Amount: annual loss of shared revenue of $128,000 for 10 years*
SOURCE	*Fee Financed:*	Yes☐No☒	*Amount:*
	Grant Financed:	Yes☒No☐	*Amount: to be determined, approximately $5,132,000. 80% funding for basic bus not to exceed $640,000*
	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 Metro Ride fixed-route bus fleet consists of 24 transit buses; and

WHEREAS, 19 transit buses are necessary to provide bus service during the school year; and

WHEREAS, 13 buses have exceeded minimum useful life requirements, standards set by the Federal Transit Administration; and

WHEREAS, 10 buses in the fleet are eligible for replacement with Transit Capital Assistance funds under the guidelines of the VW Mitigation Program; and

WHEREAS, at the February 27, 2024, meeting, the Council authorized and directed proper officials to apply for Transit Capital Assistance funds under the VW Mitigation Program for the purchase of ten new buses; and

WHEREAS, the State of Wisconsin Department of Administration has proposed a grant award contract for the purchase of 10 buses pursuant to the terms of the contract; and

WHEREAS, the terms of the contract specify that the maximum award is $6,415,000 for eligible costs and activities which will be provided to the city on a *reimbursement basis*; and

WHEREAS, the terms of the contract specify that in exchange for the agreement of funds, the State of Wisconsin will reduce shared revenues payments to the city by 20% of the total amount of the agreement funds the city receives over 10 years; and

WHEREAS, the shared revenue reductions will begin with the shared revenue payment following the first grant reimbursement payment; and

WHEREAS, any bus acquisition costs over $640,000 shall be entirely funded by the City of Wausau; and

WHEREAS, your Transit Commission, at their meeting on March 20th, 2025, moved to approve the VW Settlement Agreement for 10 buses; and

WHEREAS, your Transit Commission, at their meeting on August 12th, 2025, moved to approve accepting the VW Settlement Grant from the State of Wisconsin and related Budget Modification for Purchase of 10 buses; and

WHEREAS, your Finance Committee, at their meeting on August 12th, 2025, recommended the purchase of ten (10) new buses with Transit Capital Assistance Grant funds under the VW Mitigation Program and has reviewed and acknowledged the projected reduction in municipal revenue payments required to repay 20% of the overall cost over ten years; and

WHEREAS, your Finance Committee, at their meeting on August 12, 2025, recommended the budget modification for the purchase of the buses; and

*Fund	*Cost Center	Revenue Category	Spend Category	Project	Grant	Debit Amount	Credit Amount
690 Transit Fund	53527 Metro Ride Capital Projects		58195 Motor Vehicles - Transit	Bus Replacement	GR-007917 Volkswagen Mitigation Transit Capital Grant Assistance Program VW	$6,415,000.00	$0.00
690 Transit Fund	53527 Metro Ride Capital Projects	43690 Other State Payments		Bus Replacement	GR-007917 Volkswagen Mitigation Transit Capital Grant Assistance Program VW	$0.00	$6,415,000.00

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the grant agreement for Transit Capital Assistance funds under the VW Mitigation Program for the purchase of ten new buses.

BE IT FURTHER RESOLVED, these replacement vehicles shall be included in the City of Wausau equipment inventory records and maintained in accordance with and in compliance with FTA requirements.

BE IT FURTHER RESOLVED, that the Common Council of the City of Wausau acknowledges that receipt of Transit Capital Assistance funds under the VW Mitigation Program will result in a reduction of future municipal revenue payments pursuant to §79.035(7), Wis. Stats.

Approved:

____

Doug Diny, Mayor

ATTACHMENT ONE

City of Wausau

Public Entity Liability Renewal Package

Policy Years 2026, 2027, 2028

CVMIC Public Entity Liability Policy Overview

Coverages: General Liability, Auto Liability, Public Officials Liability & Law Enforcement Liability

Self-Insured Retention (SIR): Indicates the Member's amount of Risk Retained **per Occurrence**

Coverage Limit: $10,000,000 per Occurrence Excess Self-Insured Retention (SIR)

Annual Aggregate Retention: Four (4) Times Selected Self-Insured Retention per Policy Period

City of Wausau Renewal Options

Current Retention Level (Option 1)		
Per Occurrence SIR:		$50,000
Annual Aggregate Retention:		$200,000
Policy Year	**Adopted Premium Range**	
2026	$220,778	
2027	$225,072	$229,950
2028	$234,075	$243,747

Next Retention Level (Option 2)		
Per Occurrence SIR:		$75,000
Annual Aggregate Retention:		$300,000
Policy Year	**Adopted Premium Range**	
2026	$207,531	
2027	$211,568	$216,153
2028	$220,030	$229,122

NOTE: The premiums stated above are based on an expected number of renewals and are subject to review. With that qualification, the premiums are guaranteed for the three-year policy period of 2026, 2027 and 2028.

Please contact Ben Hoverson (benh@cvmic.com) or Ben Rank (benr@cvmic.com) if you would like to discuss your SIR Analysis in greater detail to determine if moving to the "Next Retention Level" may be appropriate.

ATTACHMENT ONE

ACCEPTANCE

The **City of Wausau** agrees to continue as a member of CVMIC for the policy years 2026, 2027 and 2028 as outlined in **Option 1** _____ ($50,000) [or] as outlined in **Option 2** _____ ($75,000) (*please indicate*) at the corresponding guaranteed premiums set forth on the previous page.

ACCEPTED AND AGREED TO this _______ day of ___________________, 2025.

City of Wausau

By ____

Signature

Its ____

Title

Cities and Villages Mutual Insurance Company

Please email signed PDF to: benh@cvmic.com