



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, November 21, 2023 at 5:15 PM**
Location: **City Hall (407 Grant Street) - Council Chambers**
Members: Lisa Rasmussen (C), Michael Martens (VC), Doug Diny, Carol Lukens, Sarah Watson

AGENDA ITEMS

- 1 Minutes of the previous meeting (11/07/2023).
- 2 Discussion and possible action on approving accepted offers for the following parcels in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project:
Parcel 1 (7255 Stewart Avenue) – Temporary Limited Easement/New Highway Right of Way Fee/Landscaping
Parcel 12 (7019 Stewart Avenue) – Temporary Limited Easement
Parcel 41 (5450 Stewart Avenue) – Temporary Limited Easement
Parcel 42 (5400 Stewart Avenue) – Temporary Limited Easement
Parcel 43 (5300 Stewart Avenue) – Temporary Limited Easement
Parcel 44 (5050 Stewart Avenue) – Temporary Limited Easement/New Highway Right of Way Fee
Parcel 47 (5000 Stewart Avenue) – Temporary Limited Easement/New Highway Right of Way Fee
Parcel 48 (4900 Stewart Avenue) – Temporary Limited Easement/New Highway Right of Way Fee
- 3 Discussion and possible action regarding water utility tax equivalent and rate study (Ehlers).
- 4 Discussion and possible action regarding 2024 fee schedule adopted pursuant to to Wausau Municipal Code §3.40.010(a) (2023 Comprehensive Fee Schedule).
- 5 Discussion and possible action regarding Authorizing the write-off of certain uncollectible delinquent accounts from the City's accounting records for the years 1996 to 2011.
- 6 Discussion and possible action on Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2025.
- 7 Discussion and possible action on Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2024.
- 8 Discussion and possible action on Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2024 through December 31, 2024.
- 9 Discussion and possible action on Joint Powers Agreement with Marathon County regarding E911/NG-911 system.
- 10 Discussion and possible action regarding accepting the 2024 Beat Patrol Grant.
- 11 Discussion and possible action on the Authorization of Reprogramming of Community Development Block Grant unused 2020, 2021 and 2023 program year funds into an Acquisition/Housing Development Activity.
- 12 Discussion and possible action regarding procurement of licenses plate recognition hardware and software.

Adjourn

Lisa Rasmussen, Chair

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

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and sent to the Daily Herald newsroom 11/17/23 at 4:00 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) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Other Distribution: Media, (Alderspersons: Kilian, Gisselman, McElhaney, Herbst, Larson, Henke), *Rosenberg, *Jacobson, *Groat, Department Heads

FINANCE COMMITTEE

Date and Time: Tuesday, November 7, 2023 @ 5:30 p.m., Council Chambers

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

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Jeremy Kopp, Eric Lindman, Dustin Kraege, Liz Brodek, Randy Fifrick, Kody Hart, Alder Gisselman, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 p.m.

Minutes of the previous meeting(s) (10/10/2023, 10/17/2023, 10/19/2023, 10/24/2023, 10/30/2023).

Motion by Watson, seconded by Martens, to approve. Motion carried 5-0.

Discussion and possible action regarding Special Assessments for 2023 Street Construction Project C - North 17th Avenue, Stewart Avenue to Elm Street.

Motion by Martens, seconded by Diny, to levy those assessments at completion. Motion carried 5-0.

Discussion and possible action on establishing the 2024 Property Tax Equivalent for Wausau Water Works.

Rasmussen stated support for holding the line on the payment to support the tax base for homeowners. It was also stated that the utility received ARPA funding to stem borrowing cost and that entities not subject property tax pay for this public utility through their water usage bills all in the context of this discussion.

Diny stated that the charge for the public utility is regressive as the larger the household, the more expensive the water bill is regardless of household income. It was stated that holding the line here could hold off on future rate increases. It was stated that this particular fee is high compared to revenue and stated support for setting rates on a lower rate to help taxpayers and rate payer.

Martens stated that there were too many unknowns as the water facility has not run for a full year and that there could be unexpected expenses yet to come. It was stated that abrupt changes now could complicate the matter in the future and that the conversation needs to continue.

Diny questioned if the pilot could be reduced slightly, to \$1.4 million, to help support a rate decrease. It was stated that if the pilot is paired down it would have to be offset within the budget by the same amount and that a decrease in the pilot may not necessarily correlate to an immediate rate decrease. More data would have to be provided to analyze the impact on the utility.

Lukens stated agreement that residents want lower water rates but that it would be difficult to cut the budget at this time with the number of unknown variables.

Diny stated support and wanted to have a commitment to further discussions on this matter.

Motion by Martens, seconded by Lukens, to approve the calculated rate at \$1.59 million. Motion carried 5-0.

Discussion and possible action on approving City's accepted Counter-Offer to Purchase for 811 and 815 Grand Avenue and related budget modification.

Motion by Watson, seconded by Martens, to approve the finalization of this purchase. Motion carried 5-0.

Adjourn

Motion by Diny, second by Lukens, to adjourn the meeting. Motion carried. Meeting adjourned at 6:18 p.m.

STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION PROJECT PLAT TITLE SHEET

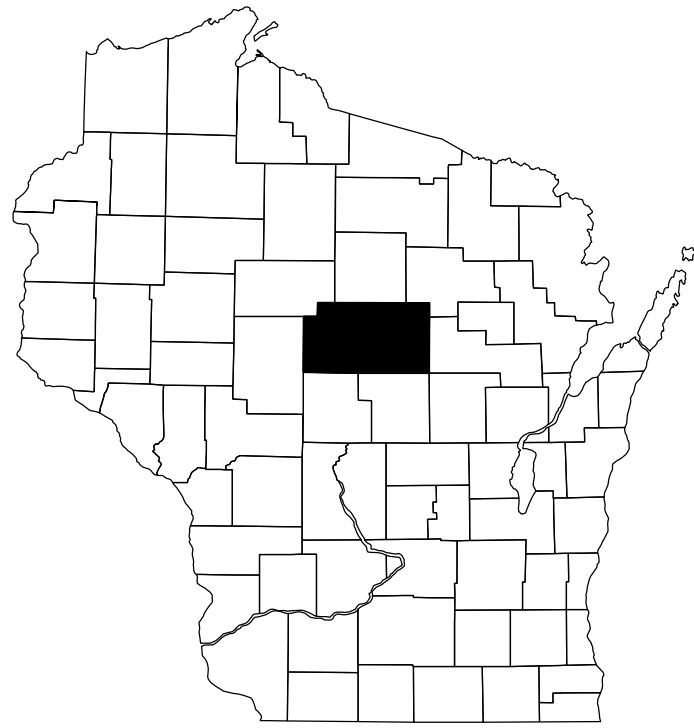
6999-09-02

C WAUSAU, STEWART AVENUE

S 72ND AVENUE TO S 48TH AVENUE

LOC STR

MARATHON COUNTY



CONVENTIONAL SYMBOLS

SECTION LINE	---	SECTION CORNER SYMBOL		R/W MONUMENT (TO BE SET)	•
QUARTER LINE	---	SECTION CORNER MONUMENT		NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEODETIC SURVEY MONUMENT		FOUND IRON PIN (1-INCH UNLESS NOTED)	IP •
NEW REFERENCE LINE		SIXTEENTH CORNER MONUMENT		OFF-PREMISE SIGN	
NEW R/W LINE	---	SIGN			
EXISTING R/W OR HE LINE	---				
PROPERTY LINE	---				
LOT, TIE & OTHER MINOR LINES	---				
SLOPE INTERCEPT	---				
CORPORATE LIMITS	---				
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---				
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---				
TEMPORARY LIMITED EASEMENT AREA	---				
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---				
TRANSMISSION STRUCTURES	---				
BUILDING	---				
TO BE REMOVED	---				
BRIDGE	---				
CULVERT	---				
PARALLEL OFFSETS	---				

CONVENTIONAL ABBREVIATIONS

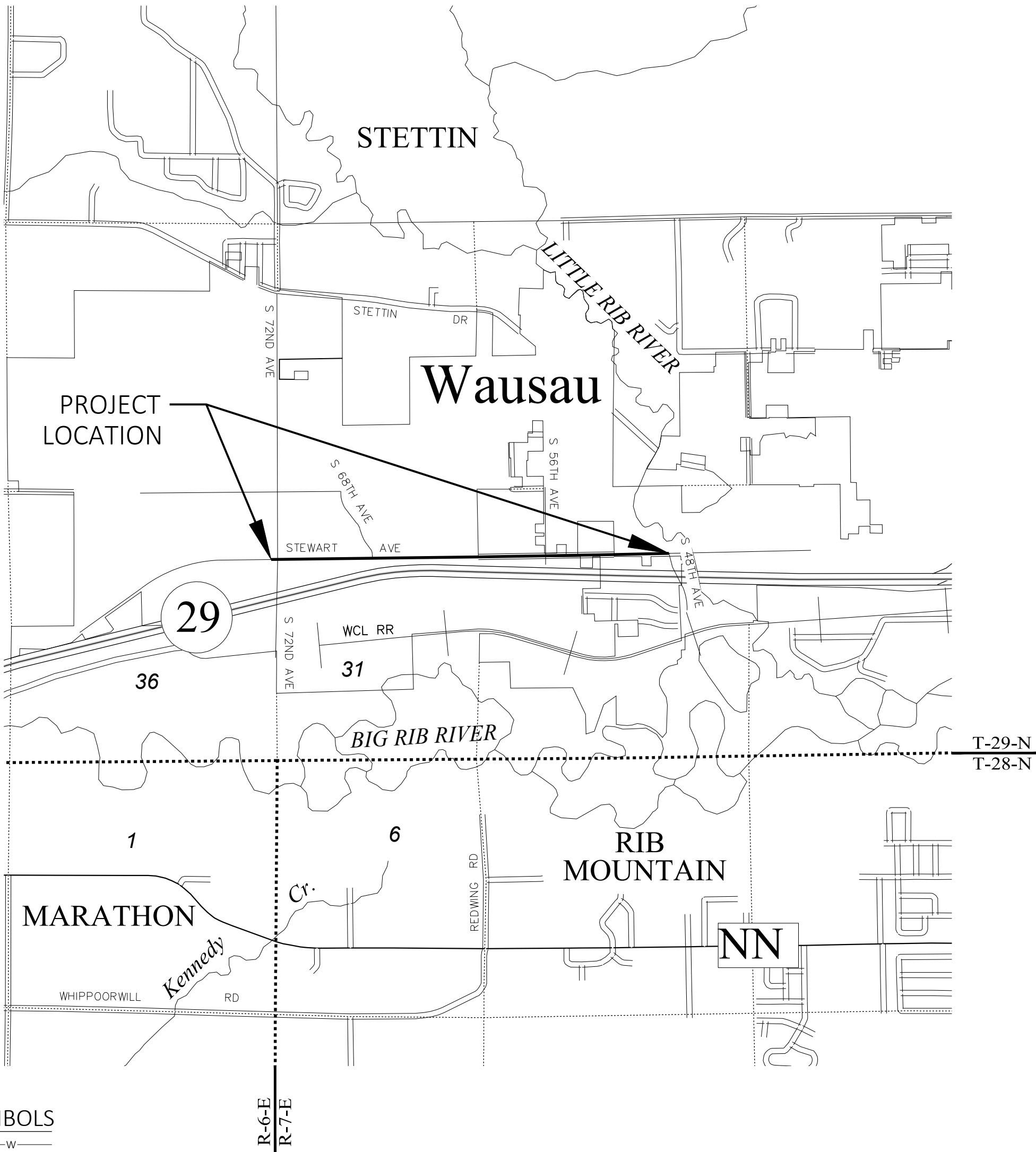
ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT	RDE
CERTIFIED SURVEY MAP	CSM	EASEMENT	
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED	TLE
GRID NORTH	GN	EASEMENT	
HIGHWAY EASEMENT	HE	TRANSPORTATION PROJECT PLAT	TPP
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ / DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL UTILITY SYMBOLS

WATER	---
GAS	---
TELEPHONE	---
OVERHEAD TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---
ELECTRIC TOWER	---



THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 6999-09-02

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU OR THE TOWN OF STETTIN.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE TPP DETAIL PAGES.

PROJECT NUMBER 6999-09-02 -4. 01
SHEET 2 OF 2
AMENDMENT NO:

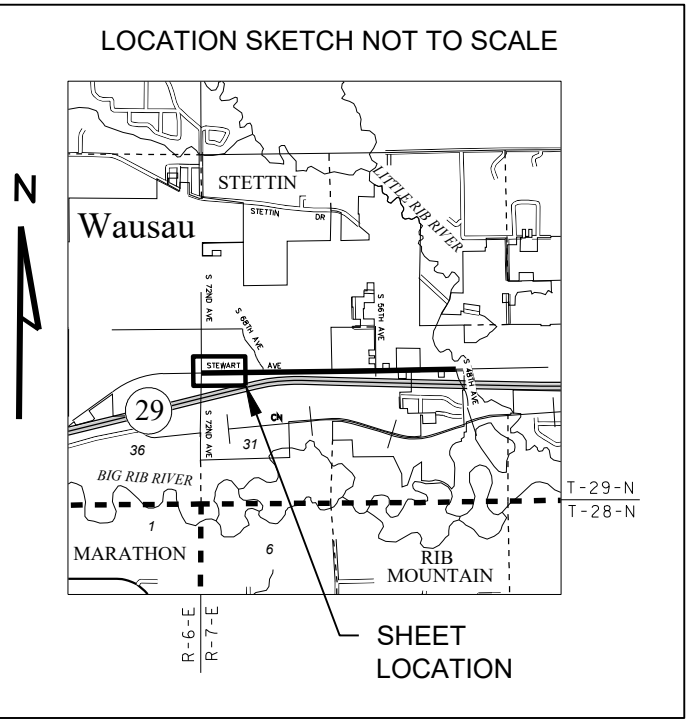
TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.01

THAT PART OF LOT 1 OF CSM 4281, PART OF OUTLOT 1 OF CSM 12575, PART OF LOT 1 OF CSM 4787 AND PART OF LOT 1 OF CSM 4767 LOCATED IN PART OF THE N1/2 OF THE FRACTIONAL NW1/4, PART OF PARCEL 4 OF CSM 6176, PART OF LOT 1 OF CSM 609, PART OF LOT 1 OF CSM 250, PART OF LOTS 1 AND 2 OF CSM 9120, PART OF LOT 1 OF CSM 4168 AND PART OF LOT 1 OF 393 LOCATED IN PART OF THE S1/2 OF THE FRACTIONAL NW1/4, ALL IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

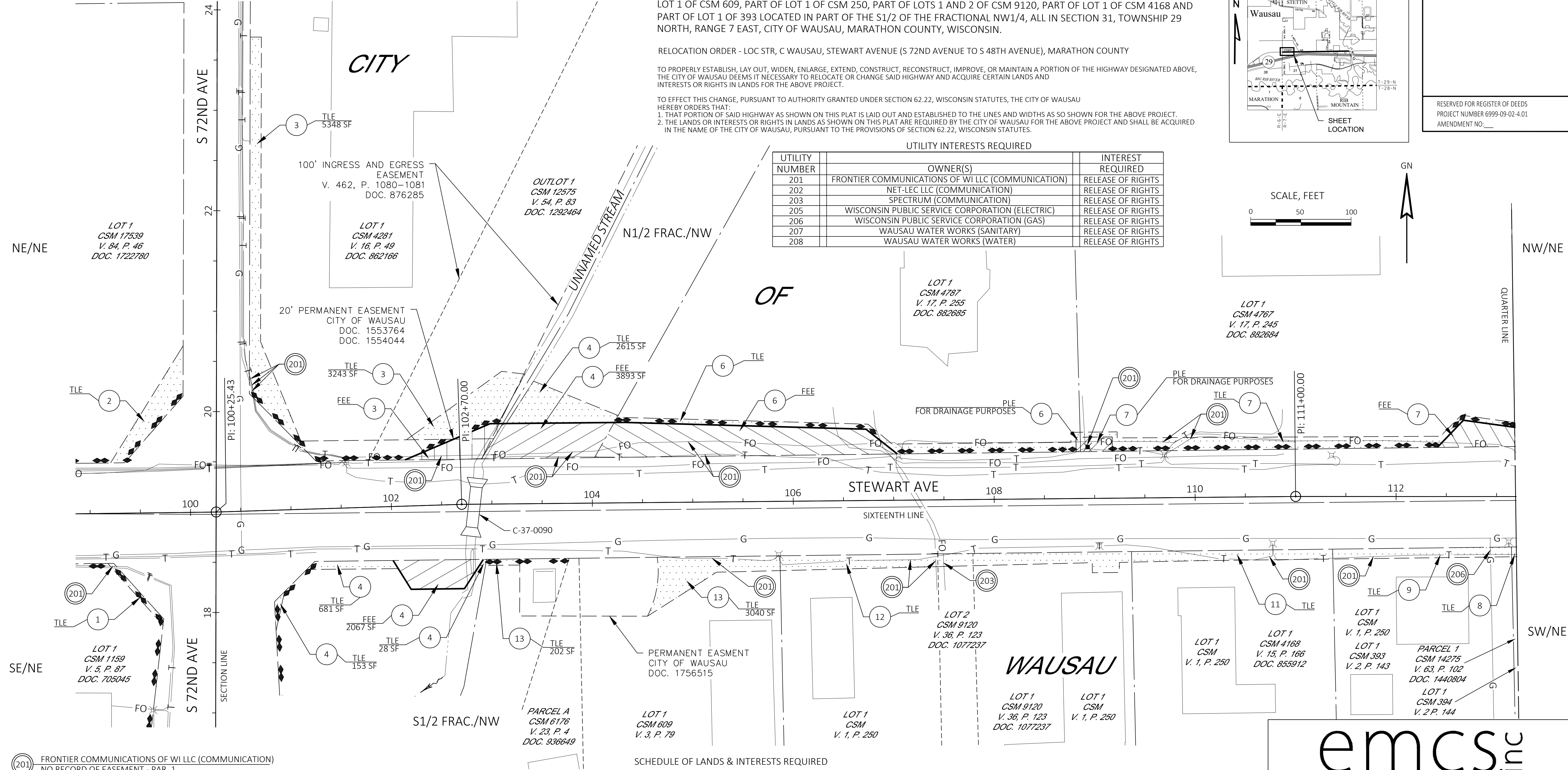
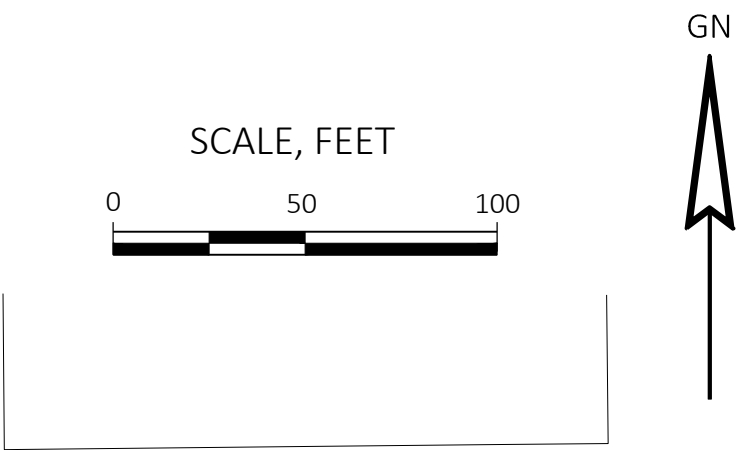
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.01
AMENDMENT NO:___

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
202	NET-LEC LLC (COMMUNICATION)	RELEASE OF RIGHTS
203	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
205	WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS
207	WAUSAU WATER WORKS (SANITARY)	RELEASE OF RIGHTS
208	WAUSAU WATER WORKS (WATER)	RELEASE OF RIGHTS



- (201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
NO RECORD OF EASEMENT - PAR. 1
VOL. 66 PG. 561 DOC. 604190 - PAR. 2, 3, 4, 6 & 7
VOL. 155 PG. 286 DOC. 645939 - PAR. 9
VOL. 155 PG. 604 DOC. 646161 - PAR. 11, 12 & 13
VOL. 158 PG. 567 DOC. 647598 - PAR. 8
VOL. 440 PG. 101 DOC. 859525 - PAR. 13
VOL. 578 PG. 187 DOC. 959612 - PAR. 7
- (202) NET-LEC LLC (COMMUNICATION)
DOC. 1607184 - PAR. 12
- (203) SPECTRUM (COMMUNICATION)
NO RECORD OF EASEMENT - PAR. 12

- (205) WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)
DOC. 1770320 - PAR. 13
- (206) WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
NO RECORD OF EASEMENT - PAR. 9
- (207) WAUSAU WATER WORKS (SANITARY)
DOC. 1756515 - PAR. 13
- (208) WAUSAU WATER WORKS (WATER)
DOC. 1756515 - PAR. 13

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED			PLE SF	TLE SF
			NEW	EXISTING	TOTAL		
1	MARATHON COUNTY, A WISCONSIN MUNICIPAL CORPORATION	TLE	---	---	---	---	355
2	APOGEE WAUSAU GROUP, INC., A WISCONSIN CORPORATION	TLE	---	---	---	---	2264
3	KINGSPAN LIGHT & AIR LLC, A DELAWARE LIMITED LIABILITY COMPANY	FEE/TLE	1556	---	1556	---	8591
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	5960	---	5960	---	3477
6	BADGER HOUSING ASSOCIATES III, A WISCONSIN CO-PARTNERSHIP	FEE/PLE/TLE	8254	---	8254	63	3247
7	OSHCON CORPORATION, A WISCONSIN CORPORATION	FEE/PLE/TLE	1521	---	1521	455	4586
8	WTH 9, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	---	---	47
9	BRIAN LUEDTKE PROPERTIES, LLC. A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	---	---	1746
11	INDUSTRIAL TOWEL AND UNIFORM, INC., A WISCONSIN CORPORATION	TLE	---	---	---	---	1997
12	RUTH A. VAN ERT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY	TLE	---	---	---	---	4622
13	DP REAL ESTATE LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	---	---	3242

emcs_{inc}

I, KEVIN C. BOYER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: _____
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

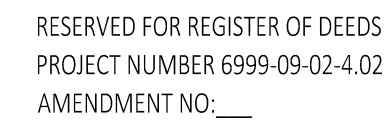
THAT PART OF LOT 1 OF CSM 14700 AND PART OF LOT 1 OF CSM 809 LOCATED IN PART OF THE NW1/4 OF THE NE1/4, THAT PART OF PARCEL 1 OF CSM 14275, PART OF LOT 1 OF CSM 3510 AND PART OF LOT 1 OF CSM 394 LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALL IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PRELIMINARY DESIGN NOTE
CONFIRM IF PARCEL 16 WAS TRANSFERRED FROM
"GENERAL TELEPHONE COMPANY OF WISCONSIN,
A WISCONSIN CORPORATION" TO "FRONTIER
COMMUNICATIONS OF WI LLC".



(201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 158 PG. 567 DOC. 647598 - PAR. 4, 8 & 16

(204) TDS METROCOM LLC (COMMUNICATION)
NO RECORD OF EASEMENT - PAR. 14

(205) WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)
DEED BOOK 252 PG. 122 - PAR. 4, 8, 14 & 16

(206) WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
NO RECORD OF EASEMENT - PAR. 14

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.03

THAT PART OF PARCEL 2 OF CSM 11835 LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 31,
TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

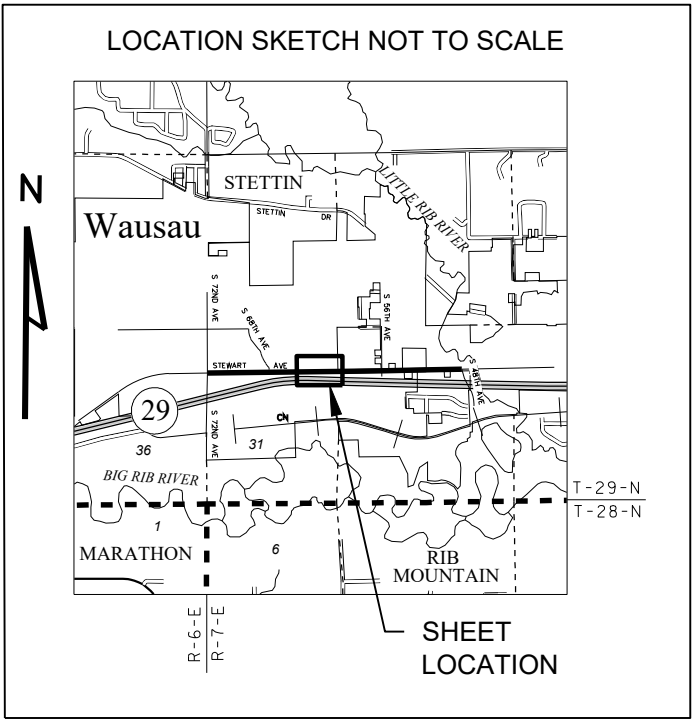
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE,
THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND
INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU
HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED
IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO
THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED			TLE
			NEW	EXISTING	TOTAL	SF
17	RODNEY STEIF, A 1/2 INTEREST, PAULA KNOBLOCK, A 1/4 INTEREST AND PAUL KNOBLOCK, A 1/4 INTEREST, AS TENANTS IN COMMON D/B/A S & K INVESTMENTS	FEE/TLE	194	---	194	1873



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.03
AMENDMENT NO:____

4

NW/NE

CITY

OF

LOT 3
CSM 11809
V. 50, P. 97
DOC. 1234475

PARCEL 2
CSM 11835
V. 50, P. 123
DOC. 1235929

NE/NE

STEWART AVE

SIXTEENTH LINE

Pl: 129+00.00

128

130

SIXTEENTH LINE

132

134

136

138

140

SECTION LINE

NW/NW

OUTLOT 1
CSM 11809
V. 50, P. 97
DOC. 1234475

UNNAMED
OPEN WATER

SW/NW

SE/NE

WAUSAU

emcs_{inc}

I, KEVIN C. BOYER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN
FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN
STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU
I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH
PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: _____
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR
THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

ALL TLES ARE FOR SLOPE GRADING PURPOSES

THAT PART OF THE SW1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
203	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS

206 WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
NO RECORD OF EASEMENT - PAR. 19

STETTIN

OF

WAUSAU

UNNAMED
OPEN WATER

LOT 2
CSM 4789
V. 17, P. 257
DOC. 882838

LOT 1
CSM 4789
V. 17, P. 257
DOC. 882838

15' INGRESS AND EGRESS EASEMENT
CSM 4789
V. 17, P. 257
DOC. 882838

S 56TH AVE

NE/NW

S 56TH AVE
SIXTEENTH LINE

SE/NW

emcs_{inc}

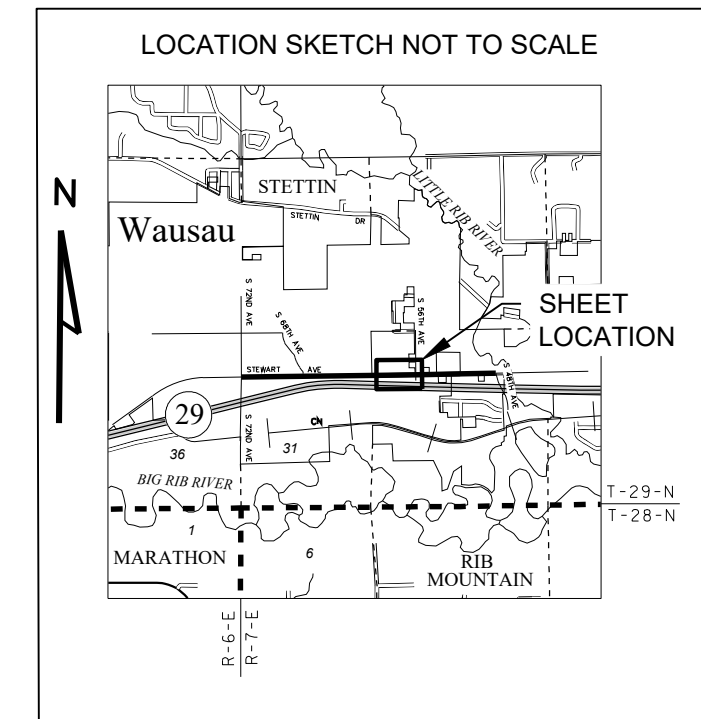
I, KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: _____
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR
THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____

PRINT NAME: _____



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.04
AMENDMENT NO: ____

SCALE, FEET



GN

SEE SHEET 4.05 FOR INTERESTS REQUIRED
IN THE TOWN OF STETTIN.

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.05

THAT PART OF LOTS 1 AND 2 OF CSM 4789 LOCATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

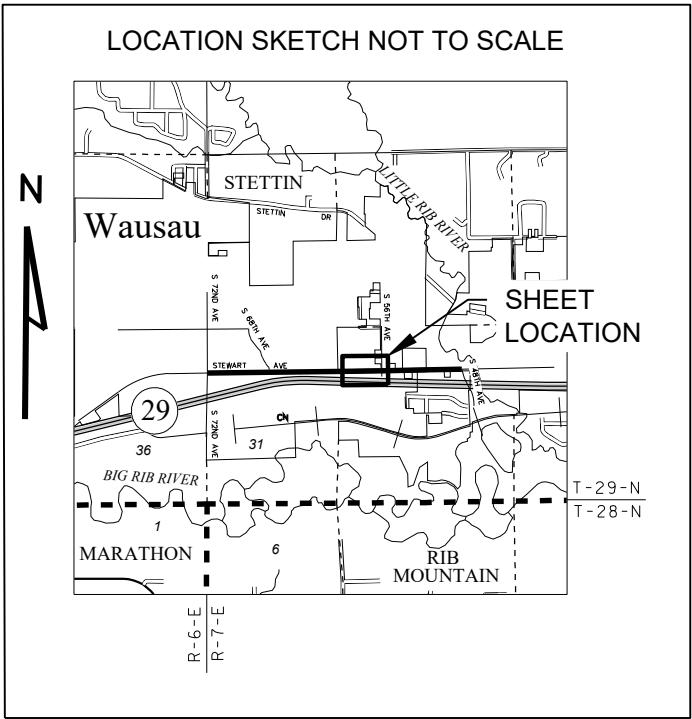
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE TOWN OF STETTIN DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.14(1), WISCONSIN STATUTES, THE TOWN OF STETTIN HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE TOWN OF STETTIN FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE TOWN OF STETTIN, PURSUANT TO THE PROVISIONS OF SECTION 82.14(1), WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE TOWN OF STETTIN.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED			TLE
			NEW	EXISTING	TOTAL	
21	GERALDINE M. STEIF REVOCABLE TRUST OF FEBRUARY 19, 2005	TLE	---	---	---	406
22	PAUL A KNOBLOCK AND PAULA J STEIF N\K\A PAULA J KNOBLOCK, HUSBAND AND WIFE	FEE/TLE	1149	---	1149	1557
23	RODNEY J. STEIF	FEE/TLE	1683	---	1683	750
24	GERALDINE M. STEIF REVOCABLE TRUST OF FEBRUARY 19, 2005, A 50% INTEREST, AND THE STEIF FAMILY TRUST OF FEBRUARY 19, 2005, A 50% INTEREST	FEE/TLE	1497	---	1497	1178
26	EDITH M. ROSE, AS LIFE TENANT, AND JAY C. BLAHER, AS REMAINDERMAN	TLE	---	---	---	368
27	MICHAEL TRANETZKI	TLE	---	---	---	294

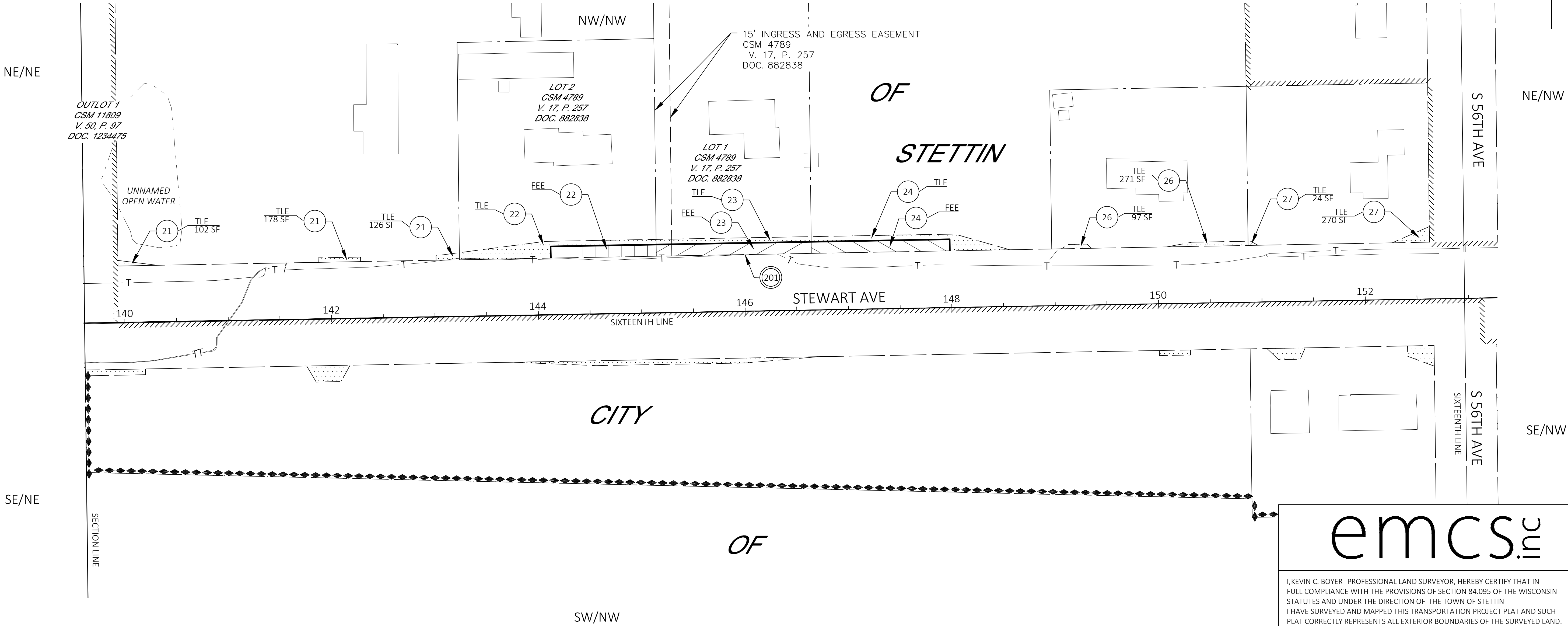


RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.05
AMENDMENT NO:___

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS

FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 59 PG. 236 DOC. 600564 - PAR. 27
VOL. 59 PG. 240 DOC. 600568 - PAR. 21, 22, 23 & 24



ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.04 FOR INTERESTS REQUIRED
IN THE CITY OF WAUSAU.

emcs_{inc}

I, KEVIN C. BOYER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE TOWN OF STETTIN, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: _____
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE TOWN OF STETTIN

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.06

THAT PART OF THE NE1/4 OF THE NW1/4 AND PART OF THE SE1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

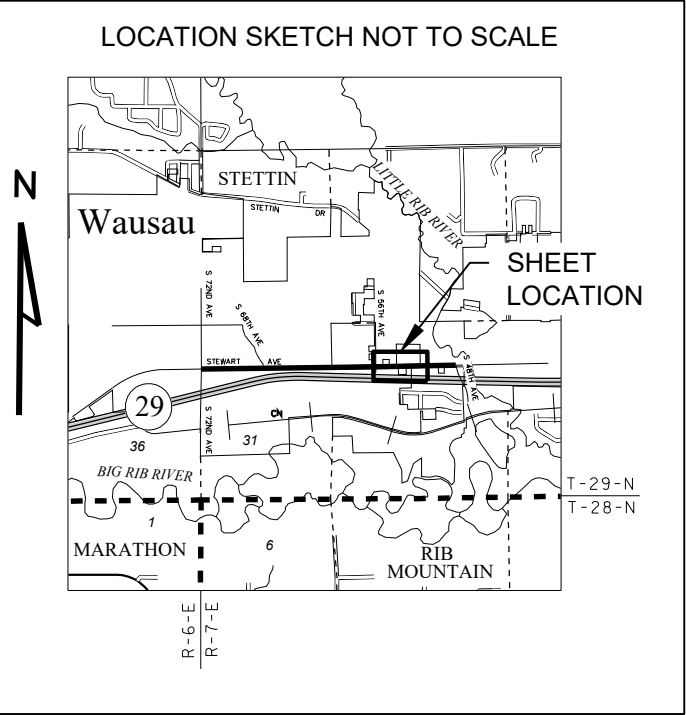
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

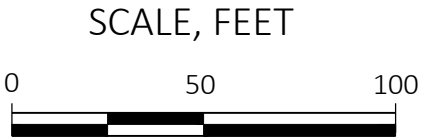
OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	TLE SF
31	JOSHUA D. ZENTNER	TLE	249
33	TRAVIS VOLM	TLE	325
34	STEVEN J. KAQUATOSH	TLE	344
36	TOU XOUA YANG	TLE	203
37	ROD KLEIBER PROPERTIES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	1601
38	TODD M. WOLD, AS VENDEE BY LAND CONTRACT FROM JUANITA L. ARROWOOD, AS VENDOR	TLE	2688
41	WAUSAU HOSPITALS, INC., A WISCONSIN CORPORATION	TLE	342



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.06
AMENDMENT NO. ____

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS



GN

NW/NE

SW/NE

QUARTER LINE

STETTIN

OF

WAUSAU

SEE SHEET 4.07 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.

emcs_{inc}

I, KEVIN C. BOYER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: _____
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.07

THAT PART OF LOT 1 OF CSM 1775 AND PART OF LOT 1 OF CSM 13195 LOCATED IN PART OF THE NE1/4 OF THE NW1/4 AND THAT PART OF THE SE1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

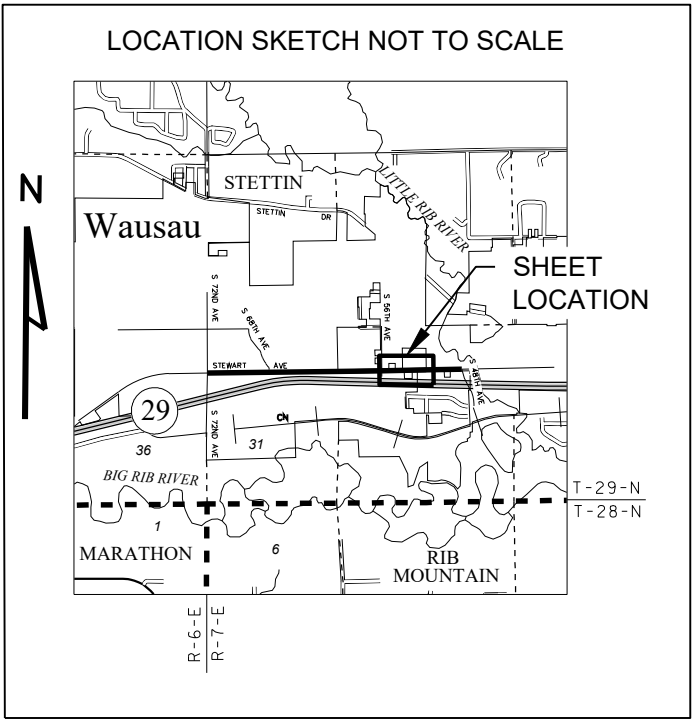
RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE TOWN OF STETTIN DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.14(1), WISCONSIN STATUTES, THE TOWN OF STETTIN HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE TOWN OF STETTIN FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE TOWN OF STETTIN, PURSUANT TO THE PROVISIONS OF SECTION 82.14(1), WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE TOWN OF STETTIN.			
PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	TLE SF
28	MARLENE D. SAVATKE	TLE	905
29	KORY J. KUCIREK	TLE	139
32	MAYADA TASHTOOSH	TLE	160
39	ATLAS APARTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	706
42	GB AND WAUSAU, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	830
43	5300 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	1970



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.07
AMENDMENT NO:___

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS

SCALE, FEET
0 50 100

GN

NW/NE

SW/NE

NE/NW

NW/NW

SW/NW

SE/NW

S 56TH AVE

S 56TH AVE

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.06 FOR INTERESTS REQUIRED IN THE CITY OF WAUSAU.

emcs_{inc}

I, KEVIN C. BOYER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE TOWN OF STETTIN, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: _____
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE TOWN OF STETTIN

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.08

THAT PART OF LOT 1 OF CSM 1998 AND PART OF LOT 1 OF CSM 10488 LOCATED IN PART OF THE NW1/4 OF THE NE1/4, THAT PART OF PARCEL 1 OF CSM 8889 LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALL IN SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

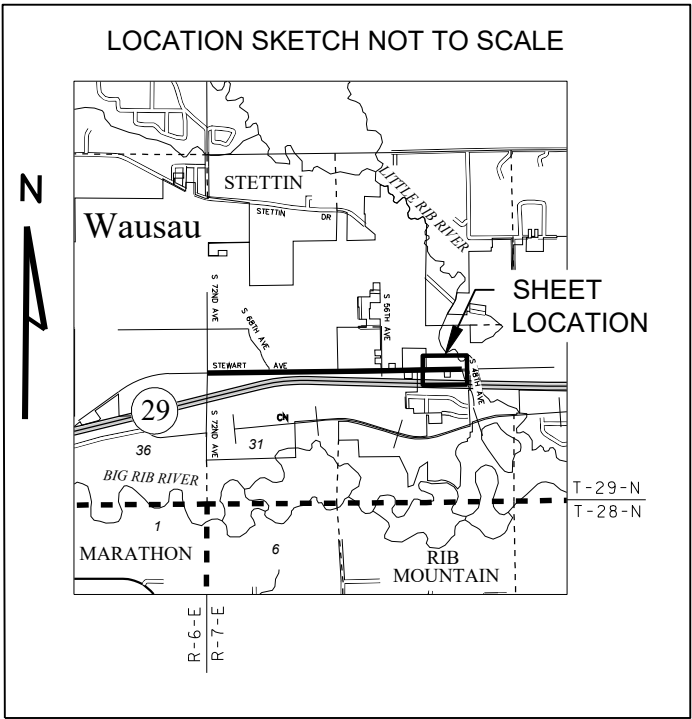
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

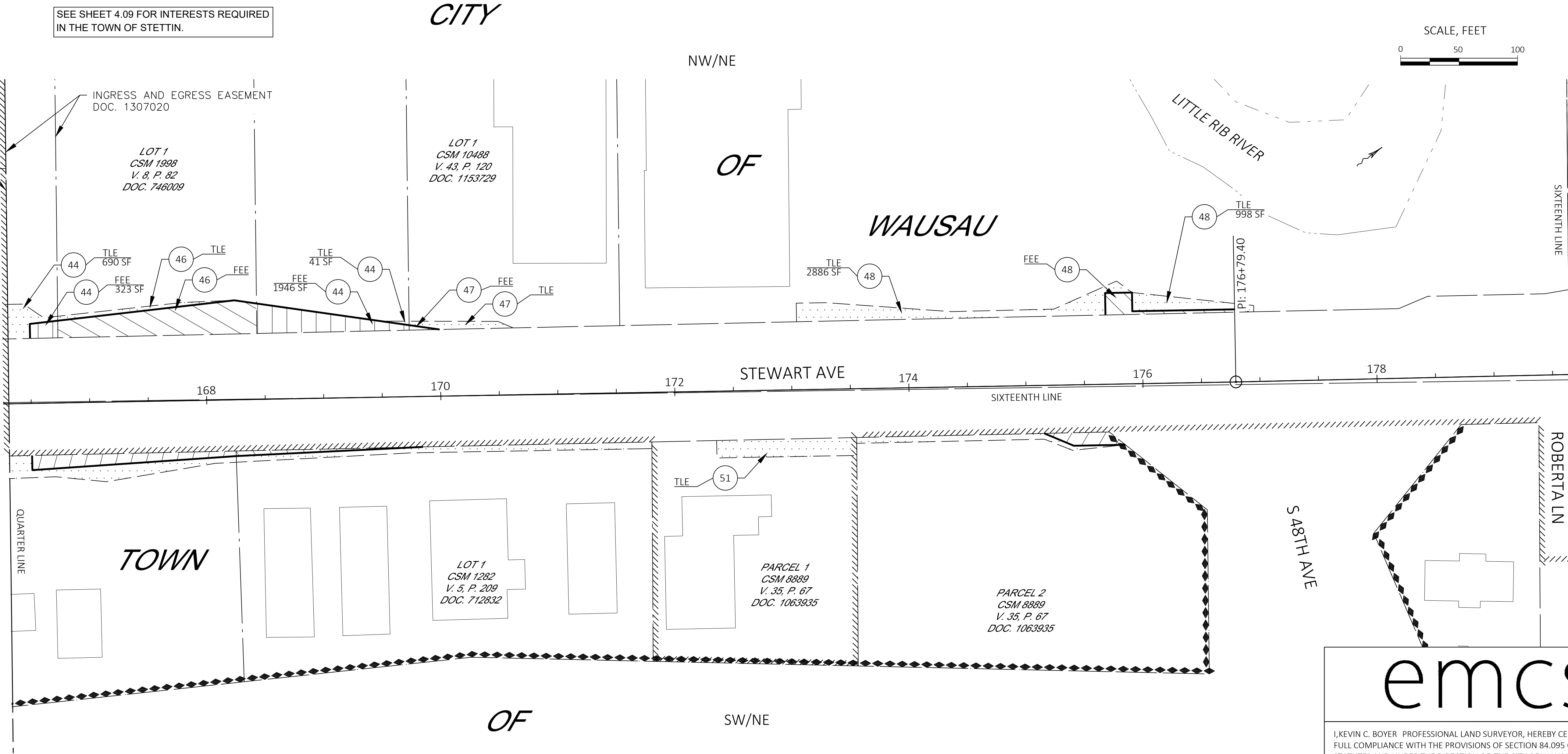
PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED			TLE SF
			NEW	EXISTING	TOTAL	
44	5108 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, CHARLES A DHIDORZI, AN 16/20 INTEREST, CHRISTOPHER J. GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, CHRISTOPHER JOHN GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, BRIAN C. GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, BRIAN CHARLES GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST	FEE/TLE	2269	---	2269	731
46	5108 STEWART AVENUE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	3793	---	3793	450
47	STEWART WOODS 5000, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	56	---	56	497
48	MAC VENTURES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	688	---	688	3884
51	4901 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	---	1804



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.08
AMENDMENT NO. ____

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.09 FOR INTERESTS REQUIRED
IN THE TOWN OF STETTIN.



UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
207	WAUSAU WATER WORKS (SANITARY)	RELEASE OF RIGHTS
208	WAUSAU WATER WORKS (WATER)	RELEASE OF RIGHTS

- 201 FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 59 PG. 239 DOC. 600567 - PAR. 44 & 48
VOL. 60 PG. 235 DOC. 601023 - PAR. 46 & 47
- 207 WAUSAU WATER WORKS (SANITARY)
VOL. 428 PG. 212 DOC. 851158 - PAR 47
- 208 WAUSAU WATER WORKS (WATER)
VOL. 36 PG. 484 DOC. 590129 - PAR 48

emcs inc

I, KEVIN C. BOYER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: _____
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.09

THAT PART OF LOT 1 OF CSM 1282 AND PART OF PARCEL 2 OF CSM 8889 LOCATED IN PART OF THE SW1/4 OF THE NE1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

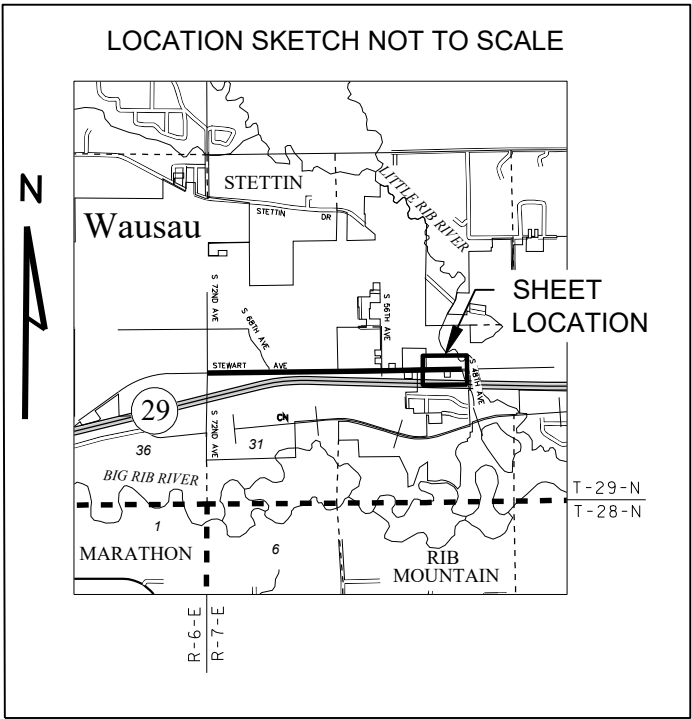
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE TOWN OF STETTIN DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.14(1), WISCONSIN STATUTES, THE TOWN OF STETTIN HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE TOWN OF STETTIN FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE TOWN OF STETTIN, PURSUANT TO THE PROVISIONS OF SECTION 82.14(1), WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

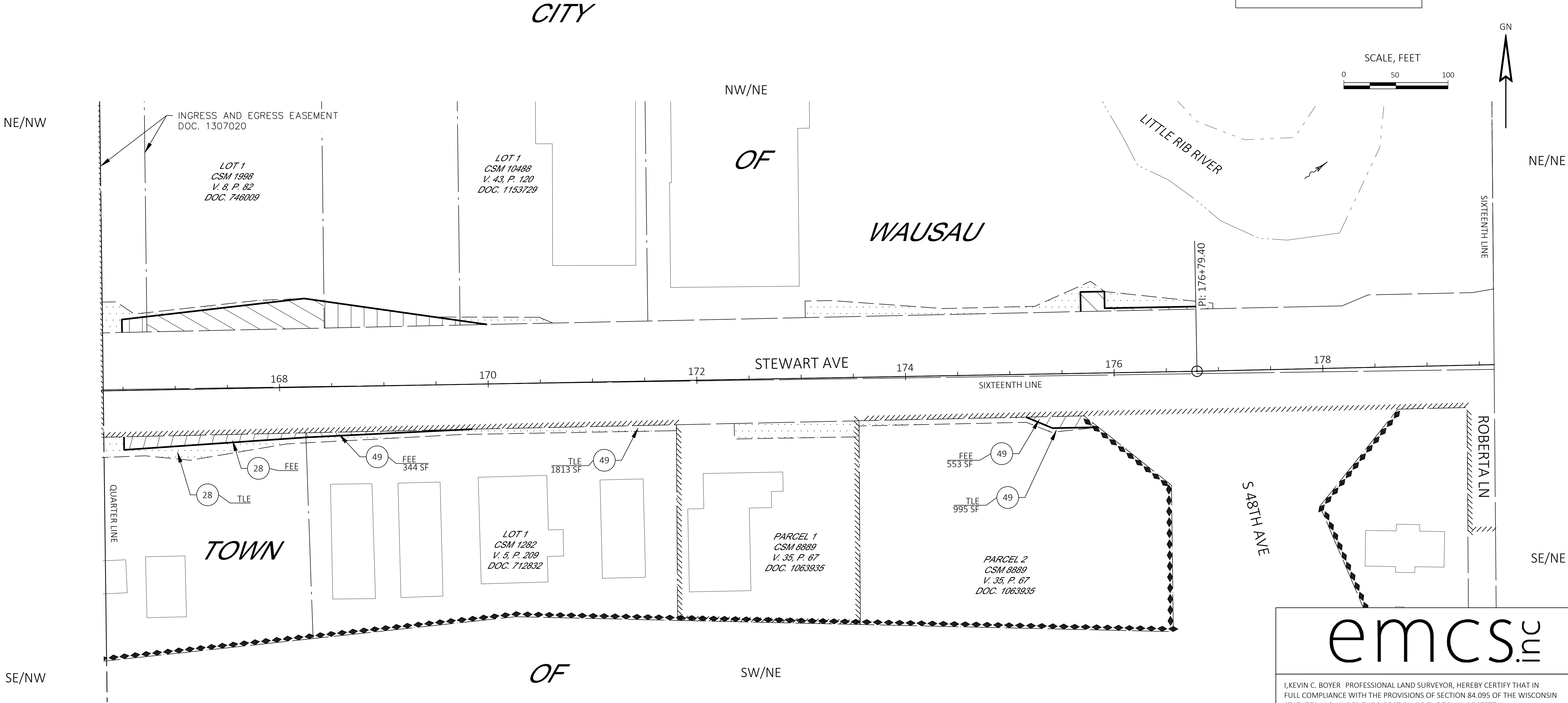
OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE TOWN OF STETTIN.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED		TLE SF
			NEW	EXISTING	
28	MARLENE D. SAVATKE	FEE/TLE	1474	---	1474
49	4905 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	897	---	897



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.09
AMENDMENT NO:___

4



4

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.08 FOR INTERESTS REQUIRED
IN THE CITY OF WAUSAU.

emcs inc

I, KEVIN C. BOYER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE TOWN OF STETTIN, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: _____
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE TOWN OF STETTIN

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

**NOMINAL PAYMENT PARCEL
RECOMMENDATION AND APPROVAL**

REBP1897 05/2023

Owner name(s) Marathon County	Area and interest required 313.00 sq. ft. of Temporary Limited Easement (TLE), 301.00 sq. ft. of New Highway Right of Way (FEE)
----------------------------------	---

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	313.00	Sq Ft	\$2.10	\$191.27
New Highway Right of Way (FEE)		301.00	Sq Ft	\$2.10	\$632.10
Other	Landscaping (2 trees)			\$250.00	\$500.00

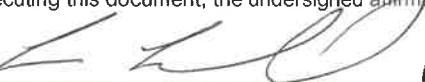
Total Allocation \$1,323.37
Rounded To \$1,350.00

The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail. Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01(5s); a bicycle lane, as defined in s. 340.01(5e); or a pedestrian way, as defined in s. 346.02(8)(a)."

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Marathon County** to execute this document.

X  10/31/2023
Signature Date
Lauren Leebard, Administrator
Print Name & Title

X _____
Signature Date

Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 8 8 4 7

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
1

Size of Temporary Limited Easement (TLE)	:	2,264.00
Unit value of the unencumbered fee within the TLE:	\$	0.80
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):		1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):		12/31/2025
Term of Encumbrance of TLE:		2.9671

Annual Rental Rate

· Basic Safe Investment Rate (per year):	2.00%
· Expected Inflation Rate (per year):	6.00%
· Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 181.12

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
· First Year:	\$ 181.12
· Second Year:	\$ 177.57
· Third Year:	\$ 168.36
· Fourth Year:	\$ -
· Fifth Year:	\$ -
· Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 527.05

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
Ruth A. Van Ert, LLC

Area and interest required
4,622.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	4,622.00	Sq Ft	\$2.10	\$2,824.47

Total Allocation \$2,824.47
Rounded To \$2,850.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Ruth A. Van Ert, LLC** to execute this document.

X *Ruth A Van Ert* 9-21-23
Signature Date

X
Signature Date

Ruth Van Ert Manager
Print Name & Title

Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 8 9 2 1

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
12

Size of Temporary Limited Easement (TLE)	:	4,622.00
Unit value of the unencumbered fee within the TLE:	\$	2.10
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):		1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):		12/31/2025
Term of Encumbrance of TLE:		2.9671
<u>Annual Rental Rate</u>		
· Basic Safe Investment Rate (per year):		2.00%
· Expected Inflation Rate (per year):		6.00%
· Risk Adjustment (per year):		2.00%
Annual Yield Rate = Annual Rental Rate:		10.00%
Annual Rent for Land Within TLE:	\$	970.62
<u>Discounted Lump Sum Payment of Annual Rent</u>		
Discount Rate:		2.00%
· First Year:	\$	970.62
· Second Year:	\$	951.59
· Third Year:	\$	902.26
· Fourth Year:	\$	-
· Fifth Year:	\$	-
· Sixth Year:	\$	-
Total Compensation for Land Within the TLE:	\$	2,824.47

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) Wausau Hospitals, Inc.	Area and interest required 547.00 sq. ft. of Temporary Limited Easement (TLE)
---	--

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	547.00	Sq Ft	\$7.75	\$1,233.61

Total Allocation \$1,233.61
Rounded To \$1,250.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Wausau Hospital, Inc., a Wisconsin Corporation, n/k/a Aspirus Wausau Hospital, Inc.,** to execute this document.

X *[Signature]* 3/15/23
Signature Date
Jeff Winkler, President
Print Name & Title

X _____
Signature Date

Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 9 0 3 8

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
41

Size of Temporary Limited Easement (TLE)	547.00
Unit value of the unencumbered fee within the TLE:	\$ 7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671
<u>Annual Rental Rate</u>	
• Basic Safe Investment Rate (per year):	2.00%
• Expected Inflation Rate (per year):	6.00%
• Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 423.93
<u>Discounted Lump Sum Payment of Annual Rent</u>	
Discount Rate:	2.00%
• First Year:	\$ 423.93
• Second Year:	\$ 415.61
• Third Year:	\$ 394.07
• Fourth Year:	\$ -
• Fifth Year:	\$ -
• Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 1,233.61

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) GB and WAUSAU, LLC	Area and interest required 1,105.00 sq. ft. of Temporary Limited Easement (TLE)
-------------------------------------	--

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	1,105.00	Sq Ft	\$7.75	\$2,492.02

Total Allocation \$2,492.02
Rounded To \$2,500.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau and Town of Stettin.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau and Town of Stettin agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **GB and WAUSAU, LLC** to execute this document.

x Perry Snoeyenbos 3/17/23
Signature Date
PERRY SNOEYENBOS, OWNER
Print Name & Title

x N/A
Signature Date
N/A
Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

[Signature]
Approved for Town of Stettin

For Office Use Only

Agency Approval

Date



Q J 9 9 9 0 4 1

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau and Town of Stettin

Project ID
6999-09-02

Parcel No
42

Size of Temporary Limited Easement (TLE)	:	1,105.00
Unit value of the unencumbered fee within the TLE:	\$	7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):		1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):		12/31/2025
Term of Encumbrance of TLE:		2.9671

Annual Rental Rate

Basic Safe Investment Rate (per year):	2.00%
Expected Inflation Rate (per year):	6.00%
Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 856.38

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
First Year:	\$ 856.38
Second Year:	\$ 839.58
Third Year:	\$ 796.06
Fourth Year:	\$ -
Fifth Year:	\$ -
Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 2,492.02

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) 5300 Stewart Avenue, LLC	Area and interest required 3,258.00 sq. ft. of Temporary Limited Easement (TLE)
---	--

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	3,258.00	Sq Ft	\$7.75	\$7,347.51

Total Allocation \$7,347.51
Rounded To \$7,350.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau and Town of Stettin.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau and Town of Stettin agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by 5300 Stewart Avenue, LLC to execute this document.

X  3/8/23
Signature Date
CA Ghidoni
Print Name & Title

X  3/8/23
Signature Date
CA Ghidoni
Print Name & Title

Approved for City of Wausau

For Office Use Only


Approved for Town of Stettin

Agency Approval Date

For Office Use Only

Agency Approval Date



Q J 9 9 9 0 4 7

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau and Town of Stettin

Project ID
6999-09-02

Parcel No
43

Size of Temporary Limited Easement (TLE)	:	3,258.00
Unit value of the unencumbered fee within the TLE:	\$	7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):		1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):		12/31/2025
Term of Encumbrance of TLE:		2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):	2.00%
• Expected Inflation Rate (per year):	6.00%
• Risk Adjustment (per year):	2.00%

Annual Yield Rate = Annual Rental Rate: 10.00%

Annual Rent for Land Within TLE: \$ 2,524.95

Discounted Lump Sum Payment of Annual Rent

Discount Rate: 2.00%

• First Year:	\$ 2,524.95
• Second Year:	\$ 2,475.44
• Third Year:	\$ 2,347.11
• Fourth Year:	\$ -
• Fifth Year:	\$ -
• Sixth Year:	\$ -

Total Compensation for Land Within the TLE: \$ 7,347.51

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) 5108 Stewart Avenue, LLC, Brian C. Ghidorzi Irrevocable Trust dated June 26, 2002, Brian Charles Ghidorzi Irrevocable Trust dated June 26, 2002, Charles A Ghidorzi, Christopher J. Ghidorzi Irrevocable Trust dated June 26, 2002, Christopher John Ghidorzi Irrevocable Trust dated June 26, 2002	Area and interest required 1,914.00 sq. ft. of New Highway Right of Way (FEE), 861.00 sq. ft. of Temporary Limited Easement (TLE)
--	--

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		1,914.00	Sq Ft	\$7.75	\$14,833.50
Temporary Limited Easement (TLE)	TLE Worksheet	861.00	Sq Ft	\$7.75	\$1,941.74

Total Allocation \$16,775.24
Rounded To \$16,800.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

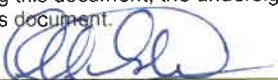
It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **5108 Stewart Avenue, LLC** to execute this document.

X  3/8/23
Signature Date
CA Ghidorzi Manager
Print Name & Title

X  3/8/23
Signature Date
CA Ghidorzi Manager
Print Name & Title

In executing this document, the undersigned affirms that he/she is duly authorized by **the Brian C. Ghidorzi Irrevocable Trust Dated June 26, 2002**, to execute this document.

X  3/8/23
Signature Date
CA Ghidorzi
Print Name

X  3/8/23
Signature Date
CA Ghidorzi
Print Name

In executing this document, the undersigned affirms that he/she is duly authorized by **the Brian Charles Ghidorzi Irrevocable Trust Dated June 26, 2002**, to execute this document.

X  3/8/23
Signature Date
CA Ghidorzi
Print Name

X  3/8/23
Signature Date
CA Ghidorzi
Print Name



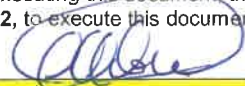
Q 3 9 9 9 0 5 3

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

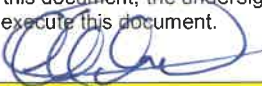
Parcel No
44

In executing this document, the undersigned affirms that he/she is duly authorized by the Christopher J. Ghidorzi Irrevocable Trust Dated June 26, 2002, to execute this document.

X  3/8/23
Signature Date
CA Ghidorzi
Print Name

X  3/8/23
Signature Date
CA Ghidorzi
Print Name

In executing this document, the undersigned affirms that he/she is duly authorized by the Christopher John Ghidorzi Irrevocable Trust Dated June 26, 2002, to execute this document.

X  3/8/23
Signature Date
CA Ghidorzi
Print Name

X  3/8/23
Signature Date
CA Ghidorzi
Print Name

Charles A. Ghidorzi
X  3/8/23
Charles A. Ghidorzi Date

X
Signature Date

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 9 0 5 3

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
44

Size of Temporary Limited Easement (TLE)	861.00
Unit value of the unencumbered fee within the TLE:	\$ 7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):	2.00%
• Expected Inflation Rate (per year):	6.00%
• Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 667.28

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
• First Year:	\$ 667.28
• Second Year:	\$ 654.19
• Third Year:	\$ 620.28
• Fourth Year:	\$ -
• Fifth Year:	\$ -
• Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 1,941.74

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) Stewart Woods 5000, LLC	Area and interest required 45.00 sq. ft. of New Highway Right of Way (FEE), 3,168.00 sq. ft. of Temporary Limited Easement (TLE)
--	--

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		45.00	Sq Ft	\$7.75	\$348.75
Temporary Limited Easement (TLE)	TLE Worksheet	3,168.00	Sq Ft	\$7.75	\$7,144.54

Total Allocation \$7,493.29
Rounded To \$7,500.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Stewart Woods 5000, LLC** to execute this document.

X  3/8/23
Signature Date
CA Ghidoni Manager
Print Name & Title

X  3/8/23
Signature Date
CA Ghidoni Manager
Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 9 0 5 8

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
47

Size of Temporary Limited Easement (TLE)	3,168.00
Unit value of the unencumbered fee within the TLE:	\$ 7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):	2.00%
• Expected Inflation Rate (per year):	6.00%
• Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 2,455.20

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
• First Year:	\$ 2,455.20
• Second Year:	\$ 2,407.06
• Third Year:	\$ 2,282.28
• Fourth Year:	\$ -
• Fifth Year:	\$ -
• Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 7,144.54

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) Mac Ventures LLC	Area and interest required 1,159.00 sq. ft. of New Highway Right of Way (FEE), 4,247.00 sq. ft. of Temporary Limited Easement (TLE)
-----------------------------------	---

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		1,159.00	Sq Ft	\$7.75	\$8,982.25
Temporary Limited Easement (TLE)	TLE Worksheet	4,247.00	Sq Ft	\$7.75	\$9,577.92

Total Allocation \$18,560.17
Rounded To \$18,600.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by Mac Ventures LLC to execute this document.

X  3/7/23
Signature Date
Jay M. Cricks Co-Owner
Print Name & Title

X  3-9-23
Signature Date
Shawn Millikin (member)
Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 9 0 E 2

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
48

Size of Temporary Limited Easement (TLE)	:	4,247.00
Unit value of the unencumbered fee within the TLE:	\$	7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):		1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):		12/31/2025
Term of Encumbrance of TLE:		2.9671
<u>Annual Rental Rate</u>		
• Basic Safe Investment Rate (per year):		2.00%
• Expected Inflation Rate (per year):		6.00%
• Risk Adjustment (per year):		2.00%
Annual Yield Rate = Annual Rental Rate:		10.00%
Annual Rent for Land Within TLE:	\$	3,291.43
<u>Discounted Lump Sum Payment of Annual Rent</u>		
Discount Rate:		2.00%
• First Year:	\$	3,291.43
• Second Year:	\$	3,226.89
• Third Year:	\$	3,059.61
• Fourth Year:	\$	-
• Fifth Year:	\$	-
• Sixth Year:	\$	-
Total Compensation for Land Within the TLE:	\$	9,577.92

WATER PROPERTY TAX EQUIVALENT - DETAIL

	<u>2022</u>	<u>2021</u>
Local Tax	9.706719	10.200259
Combined School Tax	12.267532	11.625364
Total	21.974251	21.825623
Total Tax Rate	26.809322	26.456288
Ratio	0.819649635	0.82496921
Total Tax Net	25.126712	24.802062
Net local and School	20.5951	20.460937
Utility Plant, Jan 1	\$ 102,853,162.00	\$ 76,587,847.00
Materials & Supplies	\$ 303,437.00	\$ 266,594.00
Subtotal / Taxable Assets	\$ 103,156,599.00	\$ 76,854,441.00
Assessment ratio	0.941852609	0.984008412
Assessed Value	\$ 97,158,311.90	\$ 75,625,416.44
Net local and School	20.5951	20.460937
Tax Equiv. Current Year	\$ 2,000,985.00	\$ 1,547,367.00

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2023 Comprehensive Fee Schedule)

Committee Action: Approved

Fiscal Impact: The fiscal impact will depend on the amount of activity such as inspections permits

File Number: 23-1109

Date Introduced: December 12, 2023

RESOLUTION

WHEREAS, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010; and

WHEREAS, the Finance Committee has reviewed proposed changes to the schedule for the 2024 budget as set forth in the attached Exhibit and incorporate these as part of the City of Wausau Fees and Licenses Schedule.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the fees set forth in the attached Exhibit are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010.

Approved:

Katie Rosenberg, Mayor

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
DEPARTMENT: AIRPORT			
T-hangars 1-10		\$88.97	\$88.97
T-hangars 12-15 & 17-19		\$118.60	\$118.60
T-hangar 11, 16, 20		\$133.44	\$133.44
T-hangars 21 & 30		\$148.26	\$148.26
T-hangars 22-24 & 27-29		\$129.75	\$129.75
T-hangars 25 & 26		\$177.91	\$177.91
T-hangars 31 & 40		\$155.57	\$155.57
T-hangars 32-34 & 37-39		\$137.73	\$137.73
T-hangars 35 & 36		\$188.79	\$188.79
DEPARTMENT: ASSESSMENT			
Open Records Request per page Black and White	Attorney General Opinion	\$0.035	\$0.035
Open Records Request per page - Color	Attorney General Opinion	\$0.0039	\$0.0039
Copies of Property Record Cards		\$1.00	\$1.00
DEPARTMENT: ATTORNEYS			
DVD copies of traffic stops		\$5.00	\$5.00
DEPARTMENT: COMMUNITY DEVELOPMENT			
TID Application		\$1,000.00	\$1,000.00
Development Agreement Amendment		\$500.00	\$500.00
DEPARTMENT: ENGINEERING/PLANNING/GIS/PUBLIC WORKS			
SPECIAL ASSESSMENTS			
Street Improvement Projects		\$55.00	\$55.00
Drive Approach		Actual cost	Actual cost
Sewer		Actual cost	Actual cost
Water		Actual cost	Actual cost
New Sidewalk		50% of Actual Cost	50% of Actual Cost
PERMIT			
Drive Approach		\$30.00	\$30.00
Street Privilege Permits		\$75.00	\$75.00
STORMWATER PERMITS			
Permit applications with only construction site erosion control			
Less than 1 acre (per site)		\$40.00	\$40.00
Greater than 1 acre (per site)		\$40.00 + \$25 for each additional acre	\$40.00 + \$25 for each additional acre
Permit applications with a post-construction stormwater management plan			
Residential Subdivision Plats (per lot)		\$25.00	\$25.00
All other site (per site)		\$25.00 per lot	\$150 per site + \$25 per acre > 1 acre
Note: No fees shall exceed \$500		\$150 per site + \$25 per acre > 1 acre	
PARKING			
McClellan Ramp 1 - 530 N 2nd Street			

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Parking 7 days per week; 24 hours per day		Permit: Monthly = \$38 Annual \$418	Permit: Monthly = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday			
Overnight Parking Allowed			
JeffersonRamp 2 - 425 N 1st Street			
Parking 7 days per week; 24 hours per day		Permit: Monthly Levels 3-6 = \$38 Annual \$418	Permit: Monthly Levels 3-6 = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday		Permit Level 5: Monthly = \$15 Annual \$165	Permit Level 5: Monthly = \$15 Annual \$165
Overnight Parking Allowed		Permit Level 6: Monthly = \$5 Annual \$55	Permit Level 6: Monthly = \$5 Annual \$55
		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
		Additional hours = \$1.00	Additional hours = \$1.00
Ramp 3-Penneys Ramps 101 Washington Street			
Parking 7 days per week; 24 hours per day		Permit: Monthly=\$38, Annual \$418	Permit: Monthly=\$38, Annual \$418
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate	0-2 Hours = No charge with Plate
Overnight Parking Allowed		Registration	Registration
		Additional hours = \$1.00	Additional hours = \$1.00
Ramp 4-Sears 400 Forest Street			
Parking 7 days per week; 24 hours per day		Permit: Monthly=\$28, Annual \$308	Permit: Monthly=\$28, Annual \$308
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate	0-2 Hours = No charge with Plate
Overnight Parking Allowed		Registration	Registration
		Additional hours = \$1.00	Additional hours = \$1.00
3rd & Grant Street Lot 5			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly = \$33 Annual \$363	Permit: Monthly = \$33 Annual \$363
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
		Additional hours = \$1.00	Additional hours = \$1.00
4th & Washington/3rd & McClellan Street - Lot 6			
Parking 7 days per week; 6AM - 2:30AM		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Hours of Operation 8AM-6PM Monday - Friday		Additional hours = \$1.00	Additional hours = \$1.00
Lower Library Lot 7			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly = \$38 Annual \$418	Permit: Monthly = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
		Additional hours = \$1.00	Additional hours = \$1.00
River Drive - Lot 8			

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Parking 7 days per week; 24 hours per day		Permit : Monthly = \$15 Annual \$165 Passenger cars and pickup trucks	Permit : Monthly = \$15 Annual \$165 Passenger cars and pickup trucks
Hours of Operation 8AM-6PM Monday - Friday		Permit : Monthly = \$40 Annual \$440 Campers, trailers and Recreational Vehicles	Permit : Monthly = \$40 Annual \$440 Campers, trailers and Recreational Vehicles
Overnight Parking Allowed			
Jefferson Street - Lot 9			
Parking 7 days per week; 24 hours per day		Permit : Monthly = \$25 Annual \$275	Permit : Monthly = \$25 Annual \$275
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Overnight Parking Allowed		Additional hours = \$1.00	Additional hours = \$1.00
McClellan Street - Lot 10			
Parking 7 days per week; 24 hours per day		Monthly permit = \$18	Monthly permit = \$18
Permit Parking Only - 8AM-6PM Monday - Friday			
Overnight Parking Allowed			
3rd & McClellan Street - Lot 13			
Parking 7 days per week; 6AM - 2:30AM		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Hours of Operation 8AM-6PM Monday - Friday		Additional hours = \$1.00	Additional hours = \$1.00
1st and Grant Street - Lot 14			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly = \$33 Annual \$363	Permit: Monthly = \$33 Annual \$363
Permit Parking Only - 8AM-6PM Monday - Friday			
Jefferson Street Inn/Federal Bldg. Lot 17			
Parking 7 days per week; 24 hours per day		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Hours of Operation 8AM-6PM Monday - Friday		Additional hours = \$1.00	Additional hours = \$1.00
Overnight Parking Allowed			
First Wausau Tower - Lot 15			
Parking 7 days per week; 24 hours per day		Free evenings & weekends	Free evenings & weekends
Permit Parking Only - 8AM-6PM Monday - Friday			
Overnight Parking Allowed			
Penneys Forest Street Lot- Lot 18			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly=\$38, Annual \$418	Permit: Monthly=\$38, Annual \$418
Hours of Operation 8AM-6PM Monday - Friday			
Scott Street Lot 20			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly = \$38 Annual \$418	Permit: Monthly = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
		Additional hours = \$1.00	Additional hours = \$1.00
All Day Value Pass - 15 Uses good for parking in Sears, Penneys and Jefferson Ramps and Lots 5,7,9,20		\$35.00	\$35.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Contractor Downtown Street Parking Permit		\$10.00 Daily Rate	\$10.00 Daily Rate
GIS MAP FEES			
Color Official City Map (36"x56")		\$11.40	\$11.40
Color Annexation Map (36"x56")		\$11.40	\$11.40
Color Zoning Map (36"x56")		\$11.40	\$11.40
Color Aldermanic District Map (36"x56")		\$11.40	\$11.40
Black and White Official City Map (36"x56")		\$7.20	\$7.20
MISCELLANEOUS FEES & PERMITS			
Block Party Permit		\$31.50	\$31.50
Weed Trimming (Private Residence) Minimum Charge		Actual Contracted Services Costs plus \$40 Administrative Fee	Actual Contracted Services Costs plus \$40 Administrative Fee
Snow Removal (Private Residence) Minimum Charge		Actual Contracted Services Costs plus \$40 Administrative Fee	Actual Contracted Services Costs plus \$40 Administrative Fee
Snow Removal (Downtown) per foot		Actual Costs	Actual Costs
Yard Waste Permit for Contractors		\$250.00	\$250.00
DEPARTMENT: FINANCE			
NSF Check Return Charge		\$45.00	\$45.00
Photo Copies per page - color		\$0.04	\$0.04
Photo Copies per page - black and white		\$0.0039	\$0.0039
Open Records Request - CD		\$15.00	\$15.00
Tax Exempt Biennial Report Fee		\$50.00	\$50.00
Special Assessment Exam Fee		\$75.00	\$75.00
Special Assessment Exam Fee - Rush Order		\$82.00	\$82.00
Amended Applications		\$10.50	\$10.50
PET/ANIMAL FEES	8.08		
Spayed/Neutered Dog or Cat		\$20.00	\$20.00
Microchip Discount		-\$8.00	-\$8.00
Not Spayed/Neutered Dog or Cat		\$62.00	\$62.00
Dangerous Animal License		\$200.00	\$200.00
Dangerous Animal License Issued after July 1		\$100.00	\$100.00
Annual Pet License Late Fee		\$5.00	\$5.00
Pet Fancier Permit		\$35.00	\$35.00
Commercial Kennel License		\$100.00	\$100.00
Chicken Permit Fee	8.08.012	\$35.00	\$35.00
Honey Bee Permit		\$20.00	\$20.00
Honey Bee Permit -Late Fee		Double the permit fee	Double the permit fee

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Sale of live poultry or farm raised game birds at a marketplace	8.080.010(d)	\$25.00	\$25.00
ALCOHOLIC BEVERAGES/CIGARETTE LICENSES AND FEES			
Class A Beer Retailer		\$350.00	\$350.00
Class A Liquor Retailer	125.51(2)(d)	\$500.00	\$500.00
Class A Beer & Liquor Retailer		\$850.00	\$850.00
Class B Beer Retailer	125.26(3)	\$100.00	\$100.00
Class B Beer & Liquor Retailer	125.51(2)(D) & 125.26(3)	\$600.00	\$600.00
Class B Beer & Class C Wine		\$200.00	\$200.00
Class B Beer - Picnic	125.26(6)	\$10.00	\$10.00
Class C Wine	125.51(3m)(e)	\$100.00	\$100.00
Provisional Retail License	125.17(5)(c)	\$15.00	\$15.00
Reserve Class B Liquor Retailer License	125.51(3)(e)2	\$10,000.00	\$10,000.00
Tavern Entertainment License		\$250.00	\$250.00
Liquor Establishment Publication Fee - Group		\$30.00	\$30.00
Liquor Establishment Publication Fee - Single		\$65.00	\$65.00
Change of Agent/Officer Processing	125.06(2)(e)	\$10.00	\$10.00
Alcohol Premise Transfer	(moving buildings)	\$10.00	\$10.00
Alcohol Premise Amendment		\$150.00	\$150.00
Cigarette Sales	134.65(2)(a)	\$100.00	\$100.00
Alcoholic Beverage/Cigarette Application Late Filing Fee		\$50.00	\$50.00
Bartender Fees			
1 Year Operator - New Applicant		\$70.00	\$70.00
1 Year Operator - Restricted		\$70.00	\$70.00
2 Year Operator - Renewal		\$110.00	\$110.00
2 Year Operator - Restricted		\$110.00	\$110.00
2 Year Operator - Lapsed (Within 2 licensing periods)		\$125.00	\$125.00
Operator License Duplicate		\$5.00	\$5.00
Temporary Operator -Event Bartender		\$10.00	\$10.00
TRANSIENT MERCHANT LICENSES			
Direct Seller - Cash/Surety Bond		\$0.00	\$0.00
Direct Seller Business Registration License 30 Days		\$50.00	\$50.00
Direct Seller Business Registration License 60 Days		\$100.00	\$100.00
Direct Seller Business Registration License 90 Days		\$150.00	\$150.00
Direct Seller Business Registration License 120 Days		\$200.00	\$200.00
Direct Seller- Employee Registration License 30 Days		\$25.00	\$25.00
Direct Seller - Employee Registration License 60 Days		\$50.00	\$50.00
Direct Seller - Employee Registration License 90 Days		\$75.00	\$75.00
Direct Seller - Employee Registration License 120 Days		\$100.00	\$100.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
SECOND HAND DEALERS			
Second Hand Dealer - Article		\$225.00	\$225.00
Second Hand Dealer - Jewelry		\$225.00	\$225.00
Second Hand Dealer Mall/Flea Market License/Yr.		\$180.00	\$180.00
Second Hand Dealer Mall/Flea Market License/Day		\$55.00	\$55.00
Pawn Brokers License		\$225.00	\$225.00
Special Event Second Hand Dealer (mall or flea market)		\$55.00	\$55.00
Flea Market License		\$180.00	\$180.00
PUBLIC TRANSPORTATION			
Taxicab/Limo Transportation Companies		\$200.00	\$200.00
Taxicab/Limo Operator License - New & Renewal		\$50.00	\$50.00
Taxicab/Limo Operator License - Duplicate ID		\$10.00	\$10.00
Commerical Quadricycle Business License Fee		\$200.00	\$200.00
Commerical Quadricycle Driver's License Fee		\$50.00	\$50.00
ESCORT AND ESCORT SERVICES	5.19		
Escort License Application Fee		\$500.00	\$500.00
Escort License Late Fee		\$1,000.00	\$1,000.00
Escort License Registration Fee for Operators, Employees and Independent Contractors		\$500.00	\$500.00
STREET VENDING			
Annual License		\$100.00	\$100.00
Semi Annual License		\$75.00	\$75.00
Special Youth Vending License	5.62.045	\$15.00	\$15.00
MOBILE HOME LICENSE			
Mobile Home - per month	5.68.020/ 66.0435	\$10.00	\$10.00
Mobile Home Park (for each fifty spaces or fraction thereof within each mobile home park)	5.68.020/ 66.0435	\$100.00	\$100.00
PUBLIC AMUSEMENTS			
Public exhibitions (per performance)		\$45.00	\$45.00
Public exhibitions (per year)		\$200.00	\$200.00
Entertainment facility		\$475.00	\$475.00
Entertainment facility operator		\$45.00	\$45.00
Temporary entertainment facility		\$50.00	\$50.00
Amusement device distributor		\$250.00	\$250.00
Amusement devices (per unit)		\$40.00	\$40.00
Coin-operated music machines (per unit)		\$40.00	\$40.00
Public dance hall		\$35.00	\$35.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Teen dance hall		\$50.00	\$50.00
Private teen club		\$50.00	\$50.00
Theater		\$185.00	\$185.00
Adult-Oriented Establishments		\$600.00	\$600.00
Amended Application		\$250.00	\$250.00
Late Fee		\$100.00	\$100.00
SIDEWALK CAFÉ			
Initial permit application per location without alcohol expansion		\$45.00	\$45.00
Initial permit application per location with alcohol expansion		\$80.00	\$80.00
Renewal per location without alcohol expansion		\$20.00	\$20.00
Renewal per location with alcohol expansion		\$40.00	\$40.00
SPECIAL EVENTS			
Category 1		\$200.00	\$200.00
Category 2		\$60.00	\$60.00
Multiple Day Event		125% of event rate	125% of event rate
Serial Day Event Rate		200% of the event rate	200% of the event rate
Late Filing Fee			
Category 1		\$200.00	\$200.00
Category 1		\$100.00	\$100.00
MISCELLANEOUS LICENSES AND PERMITS			
Christmas Tree Sales License		\$25.00	\$25.00
Sidewalk Layers License		\$600.00	\$600.00
Horse-Drawn Carriage License		\$25.00	\$25.00
Bituminous Concrete License		\$60.00	\$60.00
Cement Contractors License		\$90.00	\$90.00
Electrical Contractors License		\$150.00	\$150.00
Garbage Haulers License		\$125.00	\$125.00
Newsrack Permit	5.61.050	\$40.00	\$40.00
Newsrack Inspection Fee	5.61.050	\$10.00	\$10.00
Hotel/Motel Permit	3.25.050	\$10.00	\$10.00
Hotel/Motel Permit Reinstatement Fee	3.25.050	\$10.00	\$10.00
DEPARTMENT: FIRE			
Variance w/no position statement		\$35.00	\$35.00
Variance w/position statement/no site visit		\$75.00	\$75.00
Variance w/o position statement/with a site visit		\$125.00	\$125.00
Fireworks/Pyrotechnics Permits		\$100.00	\$100.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Fireworks/Pyrotechnics Standbys		\$300.00	\$300.00
Tent Permit		\$30.00	\$30.00
Controlled Burning Permit		\$250.00	\$250.00
Wood Fired Apparatus inspections		\$20.00	\$20.00
Recreational Burning Permit (5 years)		\$30.00	\$30.00
False Alarms: First Two False Alarm Calls		No Fee	No Fee
False Alarms: Third and Fourth False Alarms		\$60.00	\$60.00
False Alarms: Fifth thru Eighth False Alarms		\$400.00	\$400.00
False Alarms: Ninth and Subsequent Alarms		\$800.00	\$800.00
General Request Standby Fees (Dedicated)		\$500.00	\$500.00
General Request Standby Fees (On-Duty)		\$100.00	\$100.00
Professional Sports Standby (Dedicated)		\$500.00	\$500.00
Professional Sports Standby (On-Duty)		\$100.00	\$100.00
School Event Standbys (On-Duty)		\$50.00	\$50.00
School Event Standbys (Dedicated)		\$500.00	\$500.00
Church Sponsored Event Inspections		\$25.00	\$25.00
Church Sponsored Event Standbys (Dedicated)		\$500.00	\$500.00
Church Sponsored Event Standbys (On-Duty)		\$100.00	\$100.00
City Sponsored Events Standbys (Dedicated)		\$500.00	\$500.00
City Sponsored Events Standbys (On-Duty)		\$50.00	\$50.00
Private Events Standbys (Dedicated)		\$500.00	\$500.00
Private Events Standbys (On-Duty)		\$75.00	\$75.00
Large Special Events Standbys (Dedicated)		\$500.00	\$500.00
Large Special Events Standbys (On-Duty)		\$300.00	\$300.00
Confined Space Entry Standbys (Dedicated)		\$500.00	\$500.00
Confined Space Entry Standbys (On-Duty)		\$50.00	\$50.00
Other City Department Standbys (Dedicated)		\$500.00	\$500.00
Ambulance Standby		\$106.00	\$500.00
Engine Standby		\$150.00	\$150.00
Tank Removal Permit Fee		\$100.00	\$100.00
Tank Removal/Installation Fee			
Training classes		\$50.00	\$50.00
Transport to Health Care Facility		\$100.00	\$100.00
Transport Surcharge for Bariatric Patients		\$50.00	\$50.00
Inspection Fees			
Initial Inspection Fee		\$0.00	\$0.00
1 st Re-inspection		\$0.00	\$0.00
2 nd Re-inspection		\$30.00	\$30.00
3 rd Re-inspection		\$60.00	\$60.00
4 th Re-inspection		\$90.00	\$90.00
5 th Re-inspection		\$120.00	\$120.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
6 th Re-inspection		\$150.00	\$150.00
Additional Re-inspections		\$150.00	\$150.00
EMS			
BLS Resident		\$1,300.00	\$1,300.00
BLS - Non Resident		\$1,300.00	\$1,300.00
ALS1 - Resident		\$1,450.00	\$1,450.00
ALS1 - Nonresident		\$1,450.00	\$1,450.00
ALS2 - Resident		\$1,800.00	\$1,800.00
ALS2 - Nonresident		\$1,800.00	\$1,800.00
SCT Resident		\$1,800.00	\$1,800.00
SCT Nonresident		\$1,800.00	\$1,800.00
Mileage - Resident		\$23.00	\$23.00
Mileage - Nonresident		\$23.00	\$23.00
BLS - On Scene Care -Resident		\$500.00	\$500.00
BLS - On Scene Care - Nonresident		\$500.00	\$500.00
ALS - On Scene Care		\$1,100.00	\$1,100.00
ALS On Scene Care - Nonresident		\$1,100.00	\$1,100.00
Lift Assist			
First two		\$0.00	\$0.00
Each additional assist over two		\$275.00	\$275.00
Paramedic Hourling Rate			\$80.00
DEPARTMENT: PARKS/RECREATION/FORESTRY			
Boat Launch - Annual Sticker		\$30.00	\$30.00
Boat Launch - Business Sticker		\$50.00	\$50.00
Boat Launch - Daily Pass		\$6.00	\$6.00
Boat Launch - Replacement Sticker		\$10.00	\$10.00
Violation Notice		\$50.00	\$50.00
Recreation and swim program participants are charged fees to cover a portion of the costs associated with the program. Youth programs are subsidized at a rate of 50%, while contracted recreation services, adult recreation and special events are set up to recover 100% of their expense including a 15% mark up for administrative costs associated with the program. Non-residents pay increased fees to participate in programs funded by resident tax payers. Concessions are set up to recover costs with a markup of 200% to 600% depending upon the item.			
Private Rentals - \$450 minimum (\$750-2 tows) or \$8.50 per youth (min 42" tall to 13 yrs.) and \$11.50 per adult whichever is greater. Hours of operation for Private Rentals - Tues., 6pm-9pm, Wed. or Thurs.-11:30am-2pm or 6-9pm, Fri.-11:30am-2pm, Sun.-6pm-9pm			
Tubing - Daily - Youth - Public		\$8.00	\$8.00
Tubing - Daily - Youth Punch Card		\$72.00	\$72.00
Tubing - Daily - Adult - Public		\$11.00	\$11.00
Tubing - Daily - Adult Punch Card		\$99.00	\$99.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Swim Season Pass - Season passes will be discounted if purchased prior to April 1			
Swim - Season Pass - Resident - Youth		\$35.00	\$35.00
Swim - Season Pass - Resident - Adult		\$50.00	\$50.00
Swim - Season Pass - Resident - Family (1st two members)		1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off	1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off
Swim - Season Pass - NonResident - Youth		\$45.00	\$45.00
Swim - Season Pass - NonResident - Adult		\$65.00	\$65.00
Swim - Season Pass - NonResident - Family		1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off	1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off
Swim - Agency Pass		\$35.00	\$35.00
Swim - Agency Pass Youth per visit Kaiser, Memorial & Schulenburg each person		\$2.00	\$2.00
Swim - Agency Pass Adult per visit Kaiser, Memorial & Schulenburg each person			\$3.00
Fee to Replace Lost Pass (1st One is FREE)		\$2.00	\$2.00
Swim-Daily Admittance-Youth(1-17)-1p-7:50p Kaiser, Memorial, Schulenburg		\$4.00	\$4.00
Swim-Daily Admittance-Adult(18-59)-1p-7:50p Kaiser, Memorial, Schulenburg		\$5.00	\$5.00
Swim-Daily Admittance-Senior(60+)-1p-7:50p Kaiser, Memorial, Schulenburg		\$2.00	\$2.00
Swim-Daily Admittance (after 6pm)-Youth(1-17)-6p-7:50p Kaiser, Memorial, Schulenburg		\$2.00	\$2.00
Swim-Daily Admittance-(after 6pm)Adult(18-59)-6p-7:50p Kaiser, Memorial, Schulenburg		\$3.00	\$3.00
Swim-Daily Admittance-(after 6pm)Senior(60+)-6p-7:50p Kaiser, Memorial, Schulenburg		\$1.00	\$1.00
Swim - Daily Admittance - Infants <1 - 1p-7:50p All pools		Free	Free
Swimming Pool Rental no Waterslides		\$375.00	\$375.00
Swimming Pool Rental with Waterslides		\$425.00	\$425.00
Parks - Non-Exclusive Use - NonCommrc/day		\$161.00	\$161.00
Parks - Non-Exclusive Use - Commercial/day		\$330.00	\$330.00
Parks - Non-Exclusive Use - NonCommrc 1/2 day		\$107.00	\$107.00
Parks - Non-Exclusive Use - Commercial 1/2 day		\$220.00	\$220.00
Parks - Oak Island Shelter - NonCommrc/day		\$171.00	\$176.00
Parks - Oak Island Shelter - Commercial/day		\$356.00	\$367.00
Parks - PleasantView Shelter - NonComm/day		\$114.00	\$117.00
Parks - PleasantView Shelter-Commercial/day		\$231.00	\$238.00
Parks - Riverside Shelter-NonComm-1-200/day		\$254.00	\$262.00
Parks - Riverside Shelter - Comm - 1-200 /day		\$525.00	\$541.00
Parks - Riverside Shelter - NonComm - 201-300		\$422.00	\$435.00
Parks - Riverside Shelter - Comm - 201-300/day		\$876.00	\$902.00
Parks - Riverside Shelter - NonComm - 301-400		\$597.00	\$615.00
Parks - Riverside Shelter - Comm - 301-400/day		\$1,233.00	\$1,270.00
Parks - Riverside Shelter - Meeting		\$57.00	\$59.00
Parks - Sylvan Hill Chalet - Non-Commercl/day		\$254.00	\$262.00
Parks - Sylvan Hill Chalet - Commercial/day		\$525.00	\$541.00
Parks - Sylvan Hill Chalet - Meeting 1-50/hr		\$45.00	\$47.00
Parks - Sylvan Hill Chalet - Meeting 50+/hr		\$57.00	\$59.00
Parks - Open Shelter Prior to 8am; 1 Hour minimum; cost per hour		\$59.00	\$59.00
Athletic Park Baseball w/o admission / game		\$195.00	\$195.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Athletic Park Baseball with admission/game		\$195.00	\$195.00
plus 10% of gross admission			
Athletic Park Field Lights / hour		\$27.00	\$27.00
Athletic Park - Non-Baseball Activities		Negotiable	Negotiable
Ball Diamonds - Organized Adult or Comm Use or High School		\$34.00	\$34.00
Ball Diamonds - Organized Youth Use		\$28.00	\$28.00
Sports Fields - Organized Adult or Comm Use or High School		\$32.00	\$32.00
Sports Fields - Organized Youth or Comm Use or High School		\$22.00	\$22.00
Sports Fields - Organized Youth Use Weekly Rate		\$125/field/week	\$125/field/week
Additional time		\$12/hour	\$12/hour
Pickleball/Tennis Courts - Public Use		Free	Free
Pickleball/Tennis Courts - Reserved Use - Non Comm		Free	Free
Pickleball/Tennis Courts - Commercial or Private Use /court/hr		\$12.00	\$12.00
School Cross Country Running Races		\$420	\$420
Event/Races - under 100 participants		\$5.25/Participant	\$5.25/Participant
Event/Races - 100+ participants		Negotiable	Negotiable
Event Fees - Snow Fence 50" Roll including stakes and ties		\$12.00/roll	\$12.00/roll
Event Fees - Portable Stage		\$200.00/each	\$200.00/each
Event Fees - Portable Stage Canopy		\$100.00/each	\$100.00/each
Event Fees - Barricades		\$7.00/each	\$7.00/each
Event Fees - Picnic Tables		\$20.00/each	\$20.00/each
Event Fees - Manual Post Pounder		\$35.00	\$35.00
Event Fees - Water Stand Pipes		\$50.00/each	\$50.00/each
Event Fees - Backflow Preventers		\$12.00/each	\$12.00/each
Event Fees - Bleacher Planks		\$7.00/each	\$7.00/each
Event Fees - Portable Electrical Panels (Spider Box)		\$165/panel/event	\$165/panel/event
Event Fees - Staff - Week Day		\$45.00/hr/person	\$45.00/hr/person
Event Fees - Staff - Weekend and Evenings		\$70.00/hr/person	\$70.00/hr/person
Concession/Merchandise Sales		10% gross excluding taxes	10% gross excluding taxes
Key Security Deposit		\$50.00	\$50.00
Facility Rental Deposit - Alcohol/Amplified Music		\$200.00	\$200.00
Tent, Temporary Stucture, Etc Deposit		\$200.00	\$200.00
Staff Time for Cleaning/repairs/etc.		\$40/hour	\$40/hour
Key Replacement Fee		\$50.00	\$50.00
Fire/Police Department Fees		\$125 + Labor & Materials	\$125 + Labor & Materials
Misc		Negotiable	Negotiable
Payment in Lieu of Tree Replacement		\$400.00	\$400.00
Memorial Tree			\$500.00
Memorial Bench		\$1,700.00	\$1,700.00
400 Block Rental Fees***			
Private Event Sponsored by a Private Group:			
Less than four hours per day		\$210.00	\$350.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Greater than four hours per day		\$420.00	\$700.00
Admission Event:			
Less than four hours per day		\$210.00	\$400.00
Greater than four hours per day		\$420.00	\$800.00
Free Event Open to the Public			
Less than four hours per day		\$79.00	\$81.00
Greater than four hours per day		\$158.00	\$163.00
Sound and Lighting System Daily Rental		\$165.00	\$165.00
Rental fee includes daily setup and take down by City staff. Events requiring more than two hours of City staff time per day (as determined by the City) shall pay the hourly City staff fee for additional time beyond the initial 2 hours of staff time.			
Electrical System - Stage and Planter Pedestals		\$35.00	\$35.00
Includes 8 planter receptacles and 2 stage receptacles. Each has 1-50 amp plug in and 2-20 amp circuits.			
Portable Electrical Panels (Spider Box)		\$165.00	\$165.00
Each panel includes 6-20 amp and 1-30 amp 240v Circuits and set up and removal by City staff			
Deposit - Sound, Light and Electrical Panels - payable to City atleast 3 days prior to the event		\$550.00	\$550.00
Equipment Rental			
Deposit - (Water Tank, trailer & Water stand pipes)		\$75/unit	\$75/unit
Snow Fence 50' Roll including stakes and ties**		\$12/roll	\$12/roll
Portable Stage**		\$200/each	\$200/each
Portable Stage Canopy**		\$100each	\$100each
Barricades**		\$7/each	\$7/each
Picnic Tables**		\$20/each	\$20/each
Manual Post Pounder		\$35.00	\$35.00
Backflow Preventers		\$12/each	\$12/each
Portable Bleachers		\$130/each	\$130/each
Bleacher Planks		\$7/each	\$7/each
** Set up, delivery and pick up of equipment are not included in the daily rental rates and will be charged per hourly rate based on actual time spent. Delivery and pickup needs to be scheduled at least two weeks in advance and will not always be available for all items			
Labor:			
Operations and Maintenance Staff Week day		\$45/hr/person	\$45/hr/person
Weekend and Evenings		\$70/hr/person	\$70/hr/person
Electrical Staff - Week day		\$55/hr/person	\$55/hr/person
Weekend and Evenings		\$70/hr/person	\$70/hr/person

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
*** Cancellation of Reservations - You may be entitled to a partial refund of your reservation fee if you notify the City in writing of your cancellation at least 2 weeks prior to the reserved date. The City will retain an administrative fee of the lesser of 25% or \$25 of the total fee paid. No refunds will be issued after the fact (ie. the event did not take place) or for late cancellations within 2 weeks of the reserved date.			
Trees			
Payment in Lieu of Tree Replacement			
DEPARTMENT: POLICE			
Open Records			
Accident and incident reports black and white		\$0.0039	\$0.0039
Accident and incident reports color	Attorney General Opinion	\$0.0350	\$0.0350
Postage, use actual for large envelopes		Actual Cost	Actual Cost
In-house Records Checks		\$5.00	\$5.00
CD/DVD copies		\$5.00	\$5.00
Fingerprinting		\$30.00	\$30.00
False Alarms			
first 2 in rolling year		No charge	No charge
3-4 alarms in rolling year		\$60.00	\$60.00
5-8 alarms in rolling year		\$115.00	\$115.00
9 & subsequent in rolling year		\$225.00	\$225.00
Police Services per hour		\$72.00	\$80.00

Building, Housing, and Zoning**

Fee Schedule

2024
City of Wausau
City of Schofield*

ONE- & TWO-FAMILY:	2024 Fees
PLAN REVIEW FEES New 1- and 2-family dwellings Additions and Alterations to 1- and 2-family dwellings (not including garages) New Accessory Buildings or Additions thereto over 160 sq ft	\$0.03/sq ft¹ or \$82.50 minimum \$0.03/sq ft¹ or \$70.00 minimum \$0.03/sq ft¹ \$35.00 minimum
INSPECTION FEES New 1- and 2-family dwellings New Accessory Buildings for 1- and 2-family dwellings 160 sq ft or less (flat fee) - Over 160 sq ft (per square footage) Additions to 1- and 2-family dwellings Alterations to 1- and 2-family dwellings Siding, Soffits, Fascia, Roofing, Window Replacement, and Retaining Walls over 4 ft tall All Other Building, Structures, Alterations, Repairs where Square Footage CANNOT be Determined	\$0.11/sq ft¹ or \$236.00 minimum \$50.00 \$0.11/sq ft¹ or \$100.00 minimum \$0.11/sq ft¹ or \$100.00 minimum \$0.11/sq ft¹ or \$75.00 minimum \$55.00 \$10.00/\$1,000.00 valuation or \$55.00 minimum
HEATING, VENTILATING, AND AIR CONDITIONING FEES Heating: Residential 1- and 2-family dwellings and accessory buildings (including duct work) - Up to including 150,000 BTU a unit - Additional fee per unit that exceeds 50,000 BTUs or fraction thereafter Air Conditioning (permanent installation)	\$51.50/unit +\$6.00/50,000 BTUs \$51.50/unit
CERTIFICATES OF OCCUPANCY FEES Per Residential Unit	\$25.00/unit
SPECIAL FEES Land Use Permit (Zoning Certificate) State of Wisconsin Seal (when required) Early Start: Footings/Foundations Razing 1- & 2-Family dwellings - Accessory buildings Same Day or Re-Inspection Fee	\$30.00 \$42.00 \$105.00 \$75.00 \$71.50 \$65.00

Building, Housing, and Zoning**

Fee Schedule

2024
City of Wausau
City of Schofield*

ONE- & TWO-FAMILY: <i>(Continued)</i>	2024 Fees																																																																														
SPECIAL FEES (CONTINUED) <u>Administrative Fee</u> <i>(application not completed/additional review required)</i> Failure to Obtain Permit prior to Commencement of Work. <i>(Payment of any fee in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)</i>	10% of permit fee or \$30.00 minimum Triple fees																																																																														
COMMERCIAL	2024 Fees																																																																														
PLAN ENTRY FEE <i>A plan entry fee is charged with each submittal of plans in addition to the plan review & inspection fees.</i>	\$100.00																																																																														
PLAN REVIEW FEES <u>Building Plans</u> \$250.00 minimum <table> <tr><td>2,500 – 5,000 sq ft</td><td>\$300.00</td></tr> <tr><td>5,001 – 10,000 sq ft</td><td>\$500.00</td></tr> <tr><td>10,001 – 20,000 sq ft</td><td>\$700.00</td></tr> <tr><td>20,001 – 30,000 sq f</td><td>\$1,100.00</td></tr> <tr><td>30,001 – 40,000 sq ft</td><td>\$1,400.00</td></tr> <tr><td>40,001 – 50,000 sq ft</td><td>\$1,900.00</td></tr> <tr><td>50,001 – 75,000 sq ft</td><td>\$2,600.00</td></tr> <tr><td>75,001 – 100,000 sq ft</td><td>\$3,300.00</td></tr> <tr><td>100,001 – 200,000 sq ft</td><td>\$5,400.00</td></tr> <tr><td>200,001 – 300,000 sq ft</td><td>\$9,500.00</td></tr> <tr><td>300,001 – 400,000 sq ft</td><td>\$14,000.00</td></tr> <tr><td>400,001 – 500,000 sq ft</td><td>\$16,700.00</td></tr> <tr><td>500,000 sq ft or more</td><td>\$18,000.00</td></tr> </table> <u>HVAC Plans</u> \$150.00 minimum <table> <tr><td>2,500 – 5,000 sq ft</td><td>\$200.00</td></tr> <tr><td>5,001 – 10,000 sq ft</td><td>\$300.00</td></tr> <tr><td>10,001 – 20,000 sq ft</td><td>\$400.00</td></tr> <tr><td>20,001 – 30,000 sq ft</td><td>\$500.00</td></tr> <tr><td>30,001 – 40,000 sq ft</td><td>\$800.00</td></tr> <tr><td>40,001 – 50,000 sq ft</td><td>\$1,100.00</td></tr> <tr><td>50,001 – 75,000 sq ft</td><td>\$1,400.00</td></tr> <tr><td>75,001 – 100,000 sq ft</td><td>\$2,000.00</td></tr> <tr><td>100,001 – 200,000 sq ft</td><td>\$2,600.00</td></tr> <tr><td>200,001 – 300,000 sq ft</td><td>\$6,100.00</td></tr> <tr><td>300,001 – 400,000 sq ft</td><td>\$8,800.00</td></tr> <tr><td>400,001 – 500,000 sq ft</td><td>\$10,800.00</td></tr> <tr><td>500,000 sq ft or more</td><td>\$12,100.00</td></tr> </table> <u>Fire Alarm System Plans</u> \$30.00 minimum <table> <tr><td>2,500 – 5,000 sq ft</td><td>\$60.00</td></tr> <tr><td>5,001 – 10,000 sq ft</td><td>\$100.00</td></tr> <tr><td>10,001 – 20,000 sq ft</td><td>\$150.00</td></tr> <tr><td>20,001 – 30,000 sq ft</td><td>\$200.00</td></tr> <tr><td>30,001 – 40,000 sq ft</td><td>\$350.00</td></tr> <tr><td>40,001 – 50,000 sq ft</td><td>\$500.00</td></tr> <tr><td>50,001 – 75,000 sq ft</td><td>\$700.00</td></tr> <tr><td>75,001 – 100,000 sq ft</td><td>\$1,000.00</td></tr> <tr><td>100,001 – 200,000 sq ft</td><td>\$1,200.00</td></tr> <tr><td>200,001 – 300,000 sq ft</td><td>\$3,000.00</td></tr> <tr><td>300,001 – 400,000 sq ft</td><td>\$4,400.00</td></tr> <tr><td>400,001 – 500,000 sq ft</td><td>\$5,600.00</td></tr> <tr><td>500,000 sq ft or more</td><td>\$6,400.00</td></tr> </table>	2,500 – 5,000 sq ft	\$300.00	5,001 – 10,000 sq ft	\$500.00	10,001 – 20,000 sq ft	\$700.00	20,001 – 30,000 sq f	\$1,100.00	30,001 – 40,000 sq ft	\$1,400.00	40,001 – 50,000 sq ft	\$1,900.00	50,001 – 75,000 sq ft	\$2,600.00	75,001 – 100,000 sq ft	\$3,300.00	100,001 – 200,000 sq ft	\$5,400.00	200,001 – 300,000 sq ft	\$9,500.00	300,001 – 400,000 sq ft	\$14,000.00	400,001 – 500,000 sq ft	\$16,700.00	500,000 sq ft or more	\$18,000.00	2,500 – 5,000 sq ft	\$200.00	5,001 – 10,000 sq ft	\$300.00	10,001 – 20,000 sq ft	\$400.00	20,001 – 30,000 sq ft	\$500.00	30,001 – 40,000 sq ft	\$800.00	40,001 – 50,000 sq ft	\$1,100.00	50,001 – 75,000 sq ft	\$1,400.00	75,001 – 100,000 sq ft	\$2,000.00	100,001 – 200,000 sq ft	\$2,600.00	200,001 – 300,000 sq ft	\$6,100.00	300,001 – 400,000 sq ft	\$8,800.00	400,001 – 500,000 sq ft	\$10,800.00	500,000 sq ft or more	\$12,100.00	2,500 – 5,000 sq ft	\$60.00	5,001 – 10,000 sq ft	\$100.00	10,001 – 20,000 sq ft	\$150.00	20,001 – 30,000 sq ft	\$200.00	30,001 – 40,000 sq ft	\$350.00	40,001 – 50,000 sq ft	\$500.00	50,001 – 75,000 sq ft	\$700.00	75,001 – 100,000 sq ft	\$1,000.00	100,001 – 200,000 sq ft	\$1,200.00	200,001 – 300,000 sq ft	\$3,000.00	300,001 – 400,000 sq ft	\$4,400.00	400,001 – 500,000 sq ft	\$5,600.00	500,000 sq ft or more	\$6,400.00	
2,500 – 5,000 sq ft	\$300.00																																																																														
5,001 – 10,000 sq ft	\$500.00																																																																														
10,001 – 20,000 sq ft	\$700.00																																																																														
20,001 – 30,000 sq f	\$1,100.00																																																																														
30,001 – 40,000 sq ft	\$1,400.00																																																																														
40,001 – 50,000 sq ft	\$1,900.00																																																																														
50,001 – 75,000 sq ft	\$2,600.00																																																																														
75,001 – 100,000 sq ft	\$3,300.00																																																																														
100,001 – 200,000 sq ft	\$5,400.00																																																																														
200,001 – 300,000 sq ft	\$9,500.00																																																																														
300,001 – 400,000 sq ft	\$14,000.00																																																																														
400,001 – 500,000 sq ft	\$16,700.00																																																																														
500,000 sq ft or more	\$18,000.00																																																																														
2,500 – 5,000 sq ft	\$200.00																																																																														
5,001 – 10,000 sq ft	\$300.00																																																																														
10,001 – 20,000 sq ft	\$400.00																																																																														
20,001 – 30,000 sq ft	\$500.00																																																																														
30,001 – 40,000 sq ft	\$800.00																																																																														
40,001 – 50,000 sq ft	\$1,100.00																																																																														
50,001 – 75,000 sq ft	\$1,400.00																																																																														
75,001 – 100,000 sq ft	\$2,000.00																																																																														
100,001 – 200,000 sq ft	\$2,600.00																																																																														
200,001 – 300,000 sq ft	\$6,100.00																																																																														
300,001 – 400,000 sq ft	\$8,800.00																																																																														
400,001 – 500,000 sq ft	\$10,800.00																																																																														
500,000 sq ft or more	\$12,100.00																																																																														
2,500 – 5,000 sq ft	\$60.00																																																																														
5,001 – 10,000 sq ft	\$100.00																																																																														
10,001 – 20,000 sq ft	\$150.00																																																																														
20,001 – 30,000 sq ft	\$200.00																																																																														
30,001 – 40,000 sq ft	\$350.00																																																																														
40,001 – 50,000 sq ft	\$500.00																																																																														
50,001 – 75,000 sq ft	\$700.00																																																																														
75,001 – 100,000 sq ft	\$1,000.00																																																																														
100,001 – 200,000 sq ft	\$1,200.00																																																																														
200,001 – 300,000 sq ft	\$3,000.00																																																																														
300,001 – 400,000 sq ft	\$4,400.00																																																																														
400,001 – 500,000 sq ft	\$5,600.00																																																																														
500,000 sq ft or more	\$6,400.00																																																																														

Building, Housing, and Zoning**

Fee Schedule

2024
City of Wausau
City of Schofield*

COMMERCIAL (Continued)	2024 Fees
PLAN REVIEW (CONTINUED)	
Fire Suppression System Plans 2,500 – 5,000 sq ft 5,001 – 10,000 sq ft 10,001 – 20,000 sq ft 20,001 – 30,000 sq ft 30,001 – 40,000 sq ft 40,001 – 50,000 sq ft 50,001 – 75,000 sq ft 75,001 – 100,000 sq ft 100,001 – 200,000 sq ft 200,001 – 300,000 sq ft 300,001 – 400,000 sq ft 400,001 – 500,000 sq ft 500,000 sq ft or more	\$30.00 minimum \$60.00 \$100.00 \$150.00 \$200.00 \$350.00 \$500.00 \$700.00 \$1,000.00 \$1,200.00 \$3,000.00 \$4,400.00 \$5,600.00 \$6,400.00
Structural Plans and Other Component Submittals, if submitted separately from the general building plans (e.g., structural plans, precast concrete, laminate wood, beams, cladding elements, and/or other façade features or other structural elements) - Plan Review Fee, and - Additional Plan Entry Fee	\$250.00/plan +100.00/plan
Accessory Building 500 sq ft or less (flat fee)	\$125.00 (Plan Entry Fee Waived)
Early Start - Plan Review Fee for structures less than 2,500 sq ft - Plan Review Fee for all other structures	\$75.00 \$150.00
Plan Examination Extensions, when reviewing the extension of an approved plan	50% of the original plan review fee (\$3,000.00 maximum)
Resubmittals & Revisions to Approved Plans, when deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans. (Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.)	\$75.00
Submittal of Plans after Construction, where plans are submitted after construction a standard late submittal fee will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.	\$250.00/per review type
Expedited Priority Plan Review, when expediting the completion plan review in less than the normal processing time of when the plan is considered ready for review. (Within 5 business days of when we received Plans.)	200% of the fees specified in provisions
Fees relating to the submittal of commercial building and heating and ventilation plans (new, addition, alteration) and fire alarm and fire suppression plans is computed based on total gross floor area of each building, area of addition, or area of alteration. - New construction, additions, alterations, and parking lots fees are based on the prices above. - New construction and additions are calculated based on total gross floor area of the structure. - A separate plan review fee is charged for each type of plan review. Determination of Area: The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.	

Building, Housing, and Zoning**

Fee Schedule

2024

City of Wausau
City of Schofield*

COMMERCIAL (Continued)	2024 Fees
INSPECTION FEES <u>Residential</u> and <u>Institutional</u> \$0.13/sq ft¹ or \$103.00 minimum <u>Fire Alarm Systems</u>, installations or additions/modifications to existing \$0.03/sq ft¹ or \$75.00 minimum <u>Fire Suppression Systems</u>, installations or additions/modifications to existing \$0.03/sq ft¹ or \$75.00 minimum <u>Offices</u> and <u>Mercantile</u> \$0.11/sq ft¹ or \$103.00 minimum <u>Warehouses</u>, <u>Factories</u>, and <u>Building Shells</u> \$0.95/sq ft¹ or \$103.00 minimum <u>Reroofing</u> and <u>All Other Occupancies where the Square Footage CANNOT be Determined</u> \$10.00/\$1,000.00 valuation or \$103.00 minimum	
HEATING, VENTILATING AND AIR CONDITIONING FEES <u>HVAC</u> <u>Per \$1000.00 Valuation</u> or <u>Per Square Footage</u> (whichever fee is less) \$5.00/\$1,000.00 valuation or \$0.06/ sq ft¹ or \$100.00 Minimum <u>HVAC Unit Replacement</u> 1 unit (flat fee) \$100.00 - More than 1 unit \$70.00/unit	
CERTIFICATE OF OCCUPANCY FEES <u>Residential Units</u> \$16.50/unit <u>Other Occupancy</u> \$39.00	
SPECIAL FEES <u>Land Use Permit</u> (Zoning Certificate) \$75.00 <u>Early Start</u>: Footings/Foundation, and Structural Framing \$120.00 <u>Razing</u>: Commercial Structures \$120.00 <u>Parking Lot Permits</u> (15.52.020) \$75.00 <u>Same Day</u> or <u>Reinspection Fee</u> \$79.50 <u>Failure to Obtain Permit Prior to Commencement of Work.</u> (Payment of any fees in this subsection, however, shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.) Triple Fees	

Building, Housing, and Zoning**

Fee Schedule

2024
City of Wausau
City of Schofield*

MISCELLANEOUS FEES	2024 Fees
APPLICATION & PUBLICATION FEES FOR BUILDING ADVISORY BOARD (CLASS 1 NOTICE) (15.04.080)	\$200.00
APPLICATION & PUBLICATION FEES (WMC CHAPTERS 23.10.13, 23.10.10.31, 23.10.32) Zoning Board of Appeals: Variances, Appeals Plan Commission - Amendments, Conditional Uses, UDD Petitions - Special Meeting Requested	\$200.00 \$400.00 \$500.00
CENTRAL BUSINESS DISTRICT (DOWNTOWN) OBSTRUCTION PERMIT	\$20.00
DRIVE APPROACH PERMIT (12.20.010)	\$30.00
EXCAVATION PERMIT (12.40.010)	\$70.00
FENCES	\$50.00
HOME OCCUPATION	\$20.00
MOVING BUILDING OVER PUBLIC WAYS (15.40.010) Garages Houses or Other Buildings	\$50.00 \$215.00
PARKLAND DEDICATION FEES (WMC CHAPTER 21.16) SR-2, SR-3, SR-5, and SR-7 Districts DR-8, TF-10, and TF-12 Districts MRL-12, MRM-20, and MRH-50 Districts Planned and Unified Developments - Single-Family unit - Duplex Unit - Apartment Unit Additional Residential Building Lots Created by Replat or Certified Survey	\$400.00/lot \$500.00/lot \$200.00/lot \$400.00/single unit \$500.00/duplex unit \$200.00/apartment unit \$400.00/additional lot
PLAT REVIEW FEES (WMC CHAPTER 21) Preliminary Plat Fee Final Plat Fee Condominium Plat Fee	\$150.00 + \$25.00/lot \$100.00 + \$10.00/lot \$100.00 + \$25.00/lot
CERTIFIED SURVEY MAP REVIEW Standard CSM Extraterritorial Reviews	\$100.00 \$75.00
PORTABLE STORAGE CONTAINERS (23.03.30)	\$55.00/90 days
RESUBMITTAL FEE Revised Plans that require new permits	\$100.00 + Plan Review

Building, Housing, and Zoning^{**}

Fee Schedule

2024
City of Wausau
City of Schofield*

MISCELLANEOUS FEES <i>(Continued)</i>	2024 Fees
SIGNS (15.48.050) <u>Business Signs</u> <u>Advertising Signs</u> <u>Temporary Signs</u> <i>(monthly fee)</i> <i>All fees for signage are charged per sign. Where signs have two or more faces, the permit fee shall be computed on each face of such sign.</i>	\$1.10/sq ft of gross area¹ or \$40.00 minimum \$1.30/sq ft of gross area¹ or \$60.00 minimum \$1.10/sq ft of gross area¹ or \$40.00 minimum
SPECIAL INSPECTIONS FEES <i>(E.g., Community-based residential facilities, taverns, day care centers, massage establishments, inspection for new tenant/change of tenant for certificate of occupancy, etc.)</i>	\$160.00
STORM WATER MANAGEMENT (WMC CHAPTER 15.56)	Established by Resolution
STREET PRIVILEGE PERMITS (12.44.050)	\$77.50
SWIMMING POOLS (19.32.020)	\$60.00
ZONING RELATED <i>(E.g., Zoning Verification Letters, Combine Parcel Requests, Building Code Compliance Letters, Address Change Requests, and Other Forms Requiring Zoning Review, etc.)</i> <u>Residential</u> <u>Commercial</u>	\$39.00 \$70.00
HOUSING CODE (TITLE 16)	2024 Fees
REINSPECTION FEE (16.04.025)	\$65.00
RENT ABATEMENT APPLICATION FEE, FOR AUTHORIZATION OF (16.04.037(d))	\$25.00
RESIDENTIAL RENTAL REGISTRATION (16.04.030)	2024 Fees
RENTAL REGISTRATION FEE (PER BUILDING)	\$10.00
RESIDENTIAL RENTAL LICENSE INSPECTION FEES <u>First Inspection</u> <u>Second Inspection</u> <u>Missed Inspection Appointments/Failure to Allow Access</u>	No Charge No Charge, if violation corrected \$35.00

Notes:

*Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees.

** In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical, or plumbing work.

¹ In determining the square footage of a project, the square footage of all basements, attached garages or carports, and roofed over decks or porches shall be included.

Plumbing** Fee Schedule

2024
City of Wausau
City of Schofield*

COMMERCIAL (only):	2024 Fees																																												
PLAN ENTRY FEES <i>A plan entry fee is charged with <u>each</u> submittal of plans <u>in addition to the plan review & inspection fees</u>.</i>	\$100.00																																												
PLAN REVIEW FEES - Plumbing Plans for New Construction & Additions <table> <tr><td></td><td><i>\$300.00 minimum</i></td></tr> <tr><td>○ 3,001 – 4,000 sq ft</td><td>\$400.00</td></tr> <tr><td>○ 4,001 – 5,000 sq ft</td><td>\$550.00</td></tr> <tr><td>○ 5,001 – 6,000 sq ft</td><td>\$650.00</td></tr> <tr><td>○ 6,001 – 7,500 sq ft</td><td>\$700.00</td></tr> <tr><td>○ 7,501 – 10,000 sq ft</td><td>\$850.00</td></tr> <tr><td>○ 10,001 – 15,000 sq ft</td><td>\$900.00</td></tr> <tr><td>○ 15,001 – 20,000 sq ft</td><td>\$950.00</td></tr> <tr><td>○ 20,001 – 30,000 sq ft</td><td>\$1,100.00</td></tr> <tr><td>○ 30,001 – 40,000 sq ft</td><td>\$1,250.00</td></tr> <tr><td>○ 40,001 – 50,000 sq ft</td><td>\$1,550.00</td></tr> <tr><td>○ 50,001 – 75,000 sq ft</td><td>\$2,100.00</td></tr> <tr><td>○ Over 75,000 sq ft +</td><td>\$2,500.00 + \$0.0072/per additional sq ft over 75,000 sq ft</td></tr> </table> - Plumbing Plan for Alteration & Remodeling <table> <tr><td></td><td><i>\$200.00 minimum</i></td></tr> <tr><td>○ 10 – 25 Fixtures</td><td>\$300.00</td></tr> <tr><td>○ 26 – 35 Fixtures</td><td>\$450.00</td></tr> <tr><td>○ 36 – 50 Fixtures</td><td>\$550.00</td></tr> <tr><td>○ 51 – 75 Fixtures</td><td>\$800.00</td></tr> <tr><td>○ 76 – 100 Fixtures</td><td>\$900.00</td></tr> <tr><td>○ 101 – 125 Fixtures</td><td>\$1050.00</td></tr> <tr><td>○ 126 – 150 Fixtures</td><td>\$1,150.00</td></tr> <tr><td>○ 151 or more Fixtures</td><td>\$1,150.00 + \$160.00/per additional 25 fixtures beyond 150 fixtures</td></tr> </table> Resubmittals & Revisions to Approved Plans, when deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans. <i>(Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.)</i> \$75.00 Submittal of Plans after Construction, where plans are submitted after construction a standard late submittal fee will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project. \$250.00/per review type Expedited Priority Plan Review, when expediting the completion plan review in less than the normal processing time of when the plan is considered ready for review. <i>(Within 5 business days of when we received Plans.)</i> 200% of the fees specified in provisions <i>Fees relating to the submittal of commercial plumbing (new construction and addition) are computed based on the total gross of each floor area of each building, or area of addition.</i> <i>New construction, alterations and remodeling fees are based on the prices above.</i> <i>The new construction fee is calculated based on square footage of the area constructed.</i> <i>Alterations and remodeling fee is based on the number of plumbing fixtures.</i> <i>Determination of Area: The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.</i>		<i>\$300.00 minimum</i>	○ 3,001 – 4,000 sq ft	\$400.00	○ 4,001 – 5,000 sq ft	\$550.00	○ 5,001 – 6,000 sq ft	\$650.00	○ 6,001 – 7,500 sq ft	\$700.00	○ 7,501 – 10,000 sq ft	\$850.00	○ 10,001 – 15,000 sq ft	\$900.00	○ 15,001 – 20,000 sq ft	\$950.00	○ 20,001 – 30,000 sq ft	\$1,100.00	○ 30,001 – 40,000 sq ft	\$1,250.00	○ 40,001 – 50,000 sq ft	\$1,550.00	○ 50,001 – 75,000 sq ft	\$2,100.00	○ Over 75,000 sq ft +	\$2,500.00 + \$0.0072/per additional sq ft over 75,000 sq ft		<i>\$200.00 minimum</i>	○ 10 – 25 Fixtures	\$300.00	○ 26 – 35 Fixtures	\$450.00	○ 36 – 50 Fixtures	\$550.00	○ 51 – 75 Fixtures	\$800.00	○ 76 – 100 Fixtures	\$900.00	○ 101 – 125 Fixtures	\$1050.00	○ 126 – 150 Fixtures	\$1,150.00	○ 151 or more Fixtures	\$1,150.00 + \$160.00/per additional 25 fixtures beyond 150 fixtures	
	<i>\$300.00 minimum</i>																																												
○ 3,001 – 4,000 sq ft	\$400.00																																												
○ 4,001 – 5,000 sq ft	\$550.00																																												
○ 5,001 – 6,000 sq ft	\$650.00																																												
○ 6,001 – 7,500 sq ft	\$700.00																																												
○ 7,501 – 10,000 sq ft	\$850.00																																												
○ 10,001 – 15,000 sq ft	\$900.00																																												
○ 15,001 – 20,000 sq ft	\$950.00																																												
○ 20,001 – 30,000 sq ft	\$1,100.00																																												
○ 30,001 – 40,000 sq ft	\$1,250.00																																												
○ 40,001 – 50,000 sq ft	\$1,550.00																																												
○ 50,001 – 75,000 sq ft	\$2,100.00																																												
○ Over 75,000 sq ft +	\$2,500.00 + \$0.0072/per additional sq ft over 75,000 sq ft																																												
	<i>\$200.00 minimum</i>																																												
○ 10 – 25 Fixtures	\$300.00																																												
○ 26 – 35 Fixtures	\$450.00																																												
○ 36 – 50 Fixtures	\$550.00																																												
○ 51 – 75 Fixtures	\$800.00																																												
○ 76 – 100 Fixtures	\$900.00																																												
○ 101 – 125 Fixtures	\$1050.00																																												
○ 126 – 150 Fixtures	\$1,150.00																																												
○ 151 or more Fixtures	\$1,150.00 + \$160.00/per additional 25 fixtures beyond 150 fixtures																																												

Plumbing** Fee Schedule

2024
City of Wausau
City of Schofield*

ALL	2024 Fees
INSPECTION FEES - New or Reconstructed Water Service or Private Water Main (From Curb Stop, 2 inch or less) - Each 100 feet or fraction thereof. - For each additional inch in diameter - New or Reconstructed Sanitary Building Sewer or Private Sewer Main (From main, curb or lot line, any size) - Each 100 feet or fraction thereof. Catch Basin Manhole Retention/Infiltration Area - For each fixture or fixture connection 1- and 2-Family Dwelling - Commercial Building <i>Fixtures, appliances and appurtenances shall include but not be limited to: bar connections, bathtubs, buried lawn sprinklers, catch basins, CCC assembly, dental cuspidors, dishwashers, disposals, drain tile receivers, drink dispensers, drinking fountains, fire protection installation, floor drains, footing or subsoil drain discharge points, garbage grinders, grease and oil separators, ice cube machines, inside roof drains, laundry tubs, mobile home connections, private sewage disposal, pumps and ejectors, service sinks, shower stalls, sinks, site drains, soda fountains, sumps, swimming pools, urinals, wash basins, water closets, all types water conditioning units, all types water heaters, water or waste connection to any appliance, water or waste connection to machines, water wells and injection equipment, water-cooled air conditioners and connections, water-cooled motor connections, water-cooled refrigerators, and yard drains.</i> - New or Reconstructed Water Distribution Piping (Any size) - Each 100 ft or fraction thereof. - New or Reconstructed Building Drain, Soil Waste, Vent Piping, or Downspouts (Any size) - Each 100 ft or fraction thereof. Water Distribution and Drain Piping for Manufacturing Processes - Each 100 ft or fraction thereof. Private Sewage Disposal System Clear Water Pit & Pump Swimming Pool Private Water Well (5-Year Permit issued by Wausau Water Works) - To Abandon Water or Sewer Systems when Wrecking or Moving a Building - To Abandon a Private Well and/or Septic System	\$53.00/~100 ft +\$10.30/additional inch \$53.00/~100 ft \$10.25 \$10.25 \$25.00/2,000 sq ft \$10.25/fixture \$10.75/fixture \$15.50/~100 ft \$15.50/~100 ft \$15.50/~100 ft \$50.00 \$50.00 \$50.00 \$100.00 \$55.00 \$55.00
SPECIAL FEES Administrative Fee (application not completed/additional review required) Minimum Permit Fee - Projects requiring only 1 inspection - Projects requiring more than 1 inspection	\$10% of Permit Fee or \$30 minimum \$63.50 \$79.50

Plumbing**
Fee Schedule

2024
City of Wausau
City of Schofield*

ALL (Continued)	2024 Fees
SPECIAL FEES (CONTINUED)	
• <u>Same Day or Re-Inspection Fee</u>	\$79.50
• <u>Failure to Obtain Permit prior to Commencement of Work</u> , starting work without State Approved Plans (Payment of any fee in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)	Triple Fees
• <u>Excavation Permit Fee</u>	\$67.00

Notes:

* Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees.

**Plumbing fees shall be paid under Chapter 19.12.030, respectively.

Electrical^{**} Fee Schedule

2024
City of Wausau
City of Schofield*

ONE- & TWO-FAMILY:	2024 Fees
INSPECTION FEES New 1- and 2-Family Dwellings Additions, Alterations, and/or Rewiring of Existing to 1- and 2-family dwellings (including garages) Attached or Detached Garages New Service Only for Existing 1- and 2-Family Dwellings	\$0.11/sq ft ¹ \$0.14/sq ft ¹ <i>or \$67.00 minimum</i> \$0.075/sq ft ¹ \$67.00
COMMERCIAL, INDUSTRIAL, & MULTI-FAMILY:	2024 Fees
INSPECTION FEES New Construction of Apartments (3-Family and more), Row Housing, and Multi-Family Dwellings (or additions thereto) New Construction of Local Business, Institutional, and Office Buildings (or additions thereto) New Construction of Manufacturing and Industrial Buildings (or additions thereto) New Construction of Warehouses (or additions thereto) Electric Sign Wiring (any size) Service Changes for Industrial, Commercial, and Multi-Family Structures 200 Amps, one meter 400 Amps, one meter 600 Amps, one meter 800 Amps, one meter 1,000 Amps and Over, one meter - Additional meters PV (Photovoltaic) Systems - Residential - Commercial, 7½ KW or less - Commercial, more than 7½ KW Lighting / Emergency Lighting - Testing Fee	\$0.088/sq ft ¹ \$0.098/sq ft ¹ \$0.072/sq ft ¹ \$0.062/sq ft ¹ \$90.00/sign \$85.50 \$101.00 \$118.50 \$134.00 \$149.50 + \$11.50/meter \$216.00 \$231.75 \$340.00 \$140.00
ALL:	2024 Fees
SPECIAL FEES Special Inspections other than the ones listed above Administrative Fee (application not completed/additional review required) Minimum Permit Fee 1- and 2-Family Dwellings - Commercial, Industrial, and Multi-Family Dwellings Same Day or Re-Inspection Fee Failure to Obtain Permit prior to Commencement of Work. (Payment of any fee in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)	\$67.00 \$10% of Permit Fee <i>or \$30.00 minimum</i> \$67.00 \$79.50 \$79.50 Triple Fees

Notes:

*Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees.

**Electrical fees shall be paid under Chapter 18.05.07, respectively.

¹ In determining the square footage of a project, the square footage of all basements, attached garages or carports, and roofed over decks or porches shall be included.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the write-off of certain uncollectible delinquent accounts from the City's accounting records for the years 1996 to 2011

Committee Action: Approved

Fiscal Impact: \$601,430

File Number: 03-0306

Date Introduced: December 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source: These receivable are already offset by an allowance for uncollectible account</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS the City of Wausau has outstanding customer invoices for the years 1996 through 2011 that are considered uncollectible and are fully offset by an allowance for uncollectible accounts totaling \$601,403 and

WHEREAS, details of the outstanding amounts is noted below:

Type		Year	
Ambulance Billing	569,840	1996	303
Finance Charges	15,354	1997	638
Inspection Services	3,400	1998	47
Sewer Treatment	5,118	1999	216
Hydrant Damage	1,826	2000	38,093
Weeds and Snow Remov:	462	2001	26,186
Sign Damage	867	2002	27,719
Other	4,563	2003	45,454
		2004	64,895
		2005	68,854
		2006	100,529
		2007	132,943
		2008	86,081
		2009	1,960
		2010	3,321
		2011	4,191
Total	601,430		601,430

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the uncollectible receivables in order to provide accurate financial reporting.

Approved:

Katie Rosenberg, Mayor



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Melinda Pauls, Police Department
To: Finance Committee
Date: November 14, 2023
Re: Renewal of Held for Cause Services Agreement with HSMC

Purpose:

Requesting renewal of the Held for Cause Services Agreement for two years, 2024 and 2025, with the Humane Society of Marathon County.

Background:

The City of Wausau has held an animal held for cause services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of animals taken into custody for the city of Wausau.

The agreement is in place for the City of Wausau to impound; abandoned, mistreated or those that pose a significant threat to public safety, animals. This agreement is used for cases including, but not limited to; abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been mistreated by a person in violation of Chap. 951, Stats.

Impact:

Term	Admission Fee	Max Billable days	Daily Rate	Disposition Charge	Vet Bills
2024-2025	\$60.00	Not limited	\$16.00	\$160.00	Billed at cost

Recommendation:

Department recommends approving the renewal of the two year contract.

MUNICIPALITY HELD FOR CAUSE SERVICES AGREEMENT

THE HUMANE SOCIETY OF MARATHON COUNTY, INC.

THIS SERVICES AGREEMENT ("Agreement"), is made and entered into, by and between the MUNICIPALITY of **City of Wausau** (The "MUNICIPALITY") and the **Humane Society of Marathon County, Inc.** ("HSMC"), its successors or assigns.

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (A not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of: (a) animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY and (b) "Animals Held for Cause" [as that term is used in Wis. Stat. §§173.21 and 22] (i.e., animals held by HSMC on behalf of the MUNICIPALITY pending further legal determination or order); and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of this Agreement; and

WHEREAS, MUNICIPALITY desires to compensate HSMC for these services on a per animal per day basis for any animal taken into custody or Held for Cause; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401. It is a not-for-profit private corporation (a private entity) entering into a contract with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the MUNICIPALITY and HSMC as follows:

SUMMARY OF SERVICES.

1. **Animals Taken into Custody.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for and dispose of all animals taken into custody by law enforcement or humane officers pursuant to §173.13, Wis. Stats., except stray animals, as well as keep accurate records thereof of all of the animals brought to HSMC. HSMC may obtain ownership of animals if unclaimed within the statutory 7-days for eventual adoption or relocation, as permitted by law. Disposal costs of animals described above that are brought in shall be included in this Agreement.
2. **Animals Held for Cause.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for, dispose of "Animals Held for Cause," by the MUNICIPALITY, as required by law and in coordination with law enforcement, humane officer and the Courts of Marathon County as well as keep accurate records thereof of all of the animals brought to HSMC.

3. When an animal is taken into custody by MUNICIPALITY, a lieutenant or Humane Officer with the City of Wausau Police Department (WPD) will deliver the animal(s) to its choice of veterinarians and provide HSMC with the record of the veterinary assessment, including any aftercare instructions, or deliver the animal(s) to HSMC staff with the implied authority to seek a veterinary assessment.
4. If HSMC seeks a veterinary assessment, an authorized contact at the WPD will be contacted by HSMC following the initial veterinary assessment. WPD authorized staff will then be responsible for: 1) determining the disposition of the animal before HSMC staff returns the animal(s) to the shelter; and 2) approving proposed financial expense with regard to future treatment.
5. Both parties agree to abide by the medical opinion of a state licensed Doctor of Veterinary Medicine, for the recommended care and disposition of said animal(s). For the cost of any treatment to which authorized WPD staff does not consent, HSMC reserves the right to make a public appeal for funding such expense.

1.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this agreement on a fee for service basis as described in Schedule A, attached hereto and incorporated herein by reference. All fees include initial vaccinations except rabies, certain veterinarian well checks as required by law.

2.0 NOTIFICATION. Municipality will rely on notification first from their Law Enforcement or Humane Officers. HSMC agrees to cooperate with the MUNICIPALITY by providing secondary notice to the MUNICIPALITY City of Wausau via phone call or e-mail within five (5) business days, not including weekends or holidays, of receipt of an animal subject to this Agreement. HSMC will provide prompt and accurate accounting of any charges made to MUNICIPALITY pursuant to Schedule A attached hereto. HSMC will also provide documentation and testimony as needed to facilitate MUNICIPALITY'S actions to seek payment, or any other form of reimbursement, for the custody, care, or treatment of any animal subject to this Agreement which is permitted by law.

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be two (2) years commencing **January 1, 2024** and this term shall expire **December 31, 2025**. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

3.2 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring MUNICIPALITY or HSMC to renew the Agreement. In the event that either party desires to extend this agreement beyond its one-year obligation, as described in 3.1, the party requesting the renewal must provide notice to the other party by 60-days prior to the expiration date.

4.0 DEFINITIONS. As used in this Agreement and in all discussions leading to and throughout the Term of this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned Animal. Is a domesticated animal left for any length of time without apparent and adequate provision for its food, water, or other care as is reasonably necessary for the animal's health whose owner is known. Said animal may be taken into custody and held for cause as set forth below.

4.2 Animal Taken into Custody. As that term is used in §173.13, Wis. Stats., means animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY as follows: abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been mistreated by a person in violation of Chap. 951, Stats., or delivered by a veterinarian pursuant to law, but does not include stray animals.

4.3 Animal Held for Cause. As that term is used in Wis. Stat. §§173.21 and 22, Wis. Stats. as follows: Animals held on behalf of MUNICIPALITY because there is reasonable cause to believe that the owner has mistreated the animal in violation of Chap. 951, Stats., or that the animal poses a significant threat to public health, safety or welfare, or the animal may be used as evidence in pending prosecution, or by court order. Such animals are only ‘boarded’ at HSMC and are NOT subject to adoption without agreement of the parties or further Court order.

4.4 Domesticated Animal. Dogs, cats, birds, domesticated rodents (rabbits, guinea pigs, hamsters, mice) domesticated weasels (mink, chinchillas, ferrets) domesticated birds, fish, reptiles, amphibians, invertebrates, or any other species of **domestic, exotic or hybrid** animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined below.

4.5 Livestock. Horse, bovine & bison, sheep, goat, pig, llama, alpaca, farm-raised deer, rodents, weasels, poultry, or fowl kept and husbanded for food, fur or by-product. Livestock are not within the scope of this Agreement.

4.6 Owner. Includes any person who owns, harbors or keeps an animal.

4.7 Stray. A “domesticated animal” whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. Stray animals are not within the scope of this Agreement.

4.8 Surrender. Is any animal that has been voluntarily handed over to HSMC by its owner, handler or other legal representative (i.e., guardian, personal representative, trustee or agent under a durable power of attorney) and not any humane officer or law enforcement officer. Surrender Animals are not within the scope of this Agreement.

4.9 Unclaimed Animal. An animal may be deemed unclaimed by MUNICIPALITY under the following circumstances:

4.9.1 The owner has received notification that an animal has been taken into custody and of the procedures and requirements for return, and the owner informs the MUNICIPALITY in writing that he or she will not claim the animal.

4.9.2 The animal was taken into custody because it was abandoned, untagged, unlicensed, or delivered by a veterinarian, and within 7 days after custody is taken, the animal is not claimed by its owner and no petition has been filed in circuit court for the review of its seizure or withholding.

4.9.3 The animal is not claimed by its owner within 7 days of the end of a quarantine period if the MUNICIPALITY demands that the owner claim the animal and pay for the custody, care and treatment.

4.9.4 The owner is ordered to pay or post bond for the payment of costs of custody, care or treatment of the animal, and refuses to do so upon demand.

4.10 Wild Animal. The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild Animals are not within the Scope of this Agreement.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPALITY departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein and in paying for such services.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC'S personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Technical Assistance and Transportation of Animals. MUNICIPALITY is not purchasing transportation services from HSMC, and HSMC shall have no ongoing obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting of animals subject to this agreement 24 hours per day, 7 days per week. This intake facility/room will be made available to MUNICIPALITY law enforcement or humane officers to bring in such animals. MUNICIPALITY and its law enforcement officers agree to complete the "Officer Impound" form. Facility will be open to private individuals during normal operating hours.

5.5 Services for all Animals. HSMC agrees to provide services to MUNICIPALITY for professional, humane and ethical impoundment, animal shelter, care services, treatment and humane disposal of any animal within the scope of this agreement.

5.6 Disposition of Animals.

5.6.1 MUNICIPALITY shall make reasonable efforts to notify owners regarding the grounds for the taking of any animal into custody and the procedures and requirements for return, pursuant to §173.13, Wis. Stats.

5.6.2 MUNICIPALITY shall advise HSMC whether animals may be returned to owners when claimed, unless the MUNICIPALITY directs HSMC to withhold the animal from its owner for cause.

5.6.2.1 Animals may be returned when claimed if they were taken into custody because they were abandoned, untagged, unlicensed, caused damage to persons or property, or delivered by a veterinarian, pursuant to §173.23, Wis. Stats.

5.6.2.2 Animals may be withheld from their owners where the MUNICIPALITY has reasonable grounds to believe that the owner has mistreated the animal in violation of Chap.951, Wis. Stats., the animal poses a significant threat to public health, safety or welfare, the animal may be used as evidence in a prosecution, or a court has ordered the animal withheld for any reason, pursuant to §173.21(1), Wis. Stats.

5.6.3 HSMC shall also make reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender of the animal or the return of the animal, as set forth herein.

5.6.4 In the event MUNICIPALITY directs HSMC to withhold an animal from its owner, MUNICIPALITY shall petition the circuit court for an order doing any of the following with respect to the animal: 1) Providing for payment for the custody, care, or treatment of the animal; 2) Requiring the owner of

the animal to post a bond for the costs of custody, care or treatment of the animal pending the outcome of any other proceeding; 3) Authorizing the sale, destruction or other disposal of the animal, pursuant to §173.23(3), Wis. Stats.

5.7 Claim and Return. Animals which are permitted or ordered returned to their owners shall be returned upon the happening of all of the following: 1) The owner claims the animal and provides reasonable proof of ownership to HSMC; 2) If vaccination is required by statute or ordinance, the animal is vaccinated or assurance of vaccination by prepayment is given to HSMC; 3) If licensure is required by statute or ordinance, proof that the animal is licensed is provided to HSMC within 72 hours of return; and 4) All charges for custody, care, vaccination or treatment care are paid to HSMC.

5.8 Unclaimed Animals. MUNICIPALITY shall be responsible for the determination of whether an animal shall be deemed unclaimed. Upon making said determination, MUNICIPALITY shall notify HSMC and pay the disposition fee set forth in Attachment A to HSMC.

5.9 Communication: Parties agree to communicate in a timely manner if either party has concerns on processes or procedures in handling animals under this contract.

5.10 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, treatment, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this agreement and in compliance with all federal, state and local laws.

5.11 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a 'pest' exterminator.

5.12 Review of Services to All Animals. HSMC agrees that MUNICIPALITY or its designated agent shall have access to HSMC executive officer or president of the HSMC Board of Directors in order to verify compliance with the terms of this Agreement during regular business hours.

5.13 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment and redemption records. Such records shall be made available to MUNICIPALITY as they request from time to time. Such records will be available electronically.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days' written notice.

6.2 In the event this Agreement is terminated, HSMC shall be paid for all outstanding services provided to date and MUNICIPALITY agrees to pay HSMC within 60 days for such services.

6.3 In the event this Agreement is terminated, MUNICIPALITY shall promptly remove all animals boarded pursuant to this agreement and place them with another impoundment facility. Notwithstanding termination of this agreement, until another impoundment facility has been arranged and the held animals removed, MUNICIPALITY agrees to pay the HSMC for its services at the agreed upon rate.

7.0 INSURANCE and INDEMNIFICATION.

7.1 Indemnification of MUNICIPALITY. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs

or expenses which MUNICIPALITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this Agreement.

7.2 Insurance. In order to protect itself and MUNICIPALITY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Comprehensive General Liability - \$1,000,000.00 combined single limit.
- Business Auto - \$1,000,000.00 Combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work
- Umbrella coverage - \$1,000,000.00 minimum.

7.2.1 MUNICIPALITY shall be given ten (10) days advance notice of cancellation or nonrenewal. After execution of this Agreement and upon request of MUNICIPALITY, HSMC shall furnish MUNICIPALITY with a certificate of insurance.

7.2.2 In the event any action, suit or other proceeding is brought against MUNICIPALITY upon any matter herein indemnified against, MUNICIPALITY shall give reasonable notice thereof to HSMC and shall cooperate with HSMC'S attorneys in the defense of the action, suit or other proceeding.

8.0 NOTICE TO PUBLIC AND PRIVATE OF NONAFFILIATION.

HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to MUNICIPALITY shall be delivered via first class mail, return receipt requested, as follows:

Katie Rosenberg Mayor City of Wausau 407 Grant Street Wausau, WI 54403	Kaitlyn Bernarde City Clerk City of Wausau 407 Grant Street Wausau, WI 54403
--	--

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail, return receipt requested, as follows:

Lisa Leitermann Executive Director Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401	Mary Tubbs President of the Board of Directors Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401
---	---

10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any

provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT.

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of COUNTY.

13.0 EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Katie Rosenberg, in my capacity as Mayor for the City of Wausau, and I, Kaitlyn Bernarde, in my capacity as City Clerk for the City of Wausau, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither they nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Mary Tubbs, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement on behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY:

LISA LEITERMANN, Date
Executive Director, HSMC

MARY TUBBS, Date
President Board of Directors, HSMC

FOR MUNICIPALITY:

KATIE ROSENBERG Date
Mayor, City of Wausau

KAITLYN A. BERNARDE Date
City Clerk, City of Wausau

SCHEDULE A

RATE STRUCTURE FOR SERVICES RELATED TO ANIMALS TAKEN INTO CUSTODY AND/OR HELD FOR CAUSE

1.0 COMPENSATION. MUNICIPALITY agrees to pay for services outlined in this Agreement on the following schedule on a per animal basis:

Term	Admission Fee	Max billable days	Daily Rate	Disposition Charge	Vet Bills
Year 1	\$60.00	Not limited	\$16.00	\$160.00	Billed at cost

HSMC may assist Municipality in documenting health of animal while in custody of HSMC to assist in successful prosecution of alleged perpetrator of animal abuse or neglect covered by Wis. Stat. Chapter 173 and 951. Municipality will work with HSMC and District Attorney's Office for the inclusion of "restitution costs" in any criminal prosecution.

2.0 ALL SCHEDULES ABOVE ARE SUBJECT TO THE FOLLOWING:

2.1 Exceptional or emergency veterinary services provided by non-HSMC staff will be part of the costs billed to MUNICIPALITY on an as incurred basis, subject to those provisions in SUMMARY OF SERVICES #2 Animals Held for Cause.

2.2 Exceptional or emergency services provided by HSMC staff will be billed to MUNICIPALITY on an as incurred basis of \$25.00 per hour, with a one hour minimum. This is where an HSMC staff member is requested by on-site law enforcement to assist them **on-site**. **This fee is for HSMC staff and their transportation cost to and from the site to render professional advice and assistance.**

2.2.1 "HSMC Staff" means one person at the \$25/hour rate.

2.2.2 Charges will include the actual cost of supplies (i.e. special equipment for the control of animals) subject to this Agreement.



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 14, 2023

Re: Renewal of Animal Impoundment Services Agreement (Non-dog stray contract) with HSMC

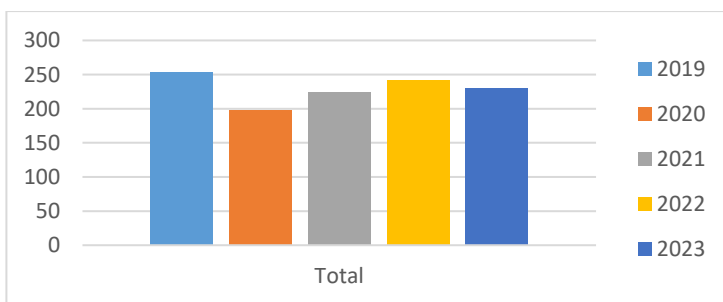
Purpose:

Requesting renewal of the one-year Animal Impoundment Services Agreement with the Humane Society of Marathon County.

Background:

The City of Wausau has held an animal impoundment services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of non-dog strays for the city of Wausau.

The 2024 agreement is for 250 non-dog strays, remaining the same from the 2023 contract. A five-year average of city of Wausau non-dog stray numbers averaged 250. If less than 250 non-dog strays are brought in during the 2024 contract, a credit shall be given to the city of Wausau in the form of a carry over, applied to the following year.



Impact:

\$46,250 for the contract, for up to 250 non-dog strays (LESS 2022 Return to Owner credits of \$975 and LESS 2022 animals received less than 250 of \$1480) for a **NET contract amount of \$43,795 for 2024**. For any non-dog stray brought in beyond 250, the flat fee shall be \$200 per non-dog stray. The contracted per animal rate is \$180 per non-dog stray.

Recommendation:

Department recommends approving the renewal of the one-year contract.

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

**BETWEEN
THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND CITY OF WAUSAU**

Municipality Address: Mayor Katie Rosenberg
City of Wausau
407 Grant Street
Wausau WI 54403

Humane Society: Executive Director
7001 Packer Drive
Wausau WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the City of Wausau (the "MUNICIPALITY") and the Humane Society of Marathon County, Inc. ("HSMC"),

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays; and

WHEREAS, HSMC, is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner consistent with Wisconsin Statutes and pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, Wisconsin 54401, but periodically uses third party facilities to fulfill the services provided in this Agreement; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into an Agreement with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to this Agreement; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and treatment of non-dog strays for the Term of this Agreement.

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and

agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

AGREEMENT

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray animals (EXCLUDING DOGS) in response to a request by MUNICIPALITY.

1.1 Stray Animals (EXCLUDING DOGS). HSMC will operate an impoundment facility to care for, and/or humanely dispose of non-dog strays as defined per this Agreement as well as keep accurate records thereof pursuant to the provisions of Wis. Stats. §173.15(2)(b) of all of the animals brought to HSMC under the terms of this Agreement.

1.2 Animals Held for Cause. This Agreement does not include impoundment services for animals taken into custody pursuant to §173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this Agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to §173.21, Wis. Stats., et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement.

1.3 HSMC will attempt to locate the owners of stray animals and if found, inform the owners of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7 days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein at 2.0 and be included in the flat fee contract price.

1.5 This Agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate one year agreement with HSMC for impoundment services for stray dogs.

2.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows:

CY 2024 - \$46,250 for the contract, for up to 250 non-dog strays **LESS** 2022 Return To Owner credits of \$975 and 2022 credit of \$1,480 for animals received less than 250 for a **NET contract amount of \$43,795 for 2024.**

For any non-dog stray brought in beyond 250, the flat fee shall be \$200 per non-dog stray. The fees include **any** non-dog stray brought in under MUNICIPALITY's "INTERGOVERNMENTAL HUMANE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF WAUSAU" entered into January 1, 2014.

2.1 The NET 2024 contract price of \$43,795 shall be due and paid in full on or before January 30, 2024.

2.2 HSMC will bill MUNICIPALITY for animals beyond 250 non-dog strays regardless of whether Wausau Police/Humane Officer delivers the animals to HSMC.

2.3 If less than 250 non-dog strays are brought in during the calendar year 2024 of this contract, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2024 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2025.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2021 contract and which was "Returned to Owner" prior to the end of the statutory 7-day hold period. The credit will be calculated by HSMC based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2022, there were 27 cats and one bird that qualified for a credit of \$975 in "Return To Owner" fees for WAUSAU. **THE TOTAL CREDIT TO BE APPLIED TO CY2024 FOR 2022 RETURN TO OWNER ANIMALS IS \$975.**

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be for one (1) years commencing January 1, 2024 through December 31, 2024. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

4.0 DEFINITIONS. As used in this Agreement the following words shall have the meanings provided below:

4.1 Stray Non-Dog Animal: A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC only by the MUNICIPALITY's humane or law enforcement officers.

4.2 Surrender: Is any animal that has been voluntarily delivered to HSMC by its owner, handler or other person entitled to do so. Surrender animals are NOT within the scope of this Agreement.

4.3 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.

4.4 Wild Animal: The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild animals are NOT within the scope of this Agreement. “Wild animals” does not include feral cats.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC’s personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Transportation of Animals. MUNICIPALITY is NOT purchasing transportation services to or from HSMC, and HSMC shall have no obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting stray non-dog animals 24 hours a day, 7 days a week, that are delivered by humane and/or law enforcement officers employed by the City of Wausau.

5.5 Services for Animals. HSMC agrees to provide for the professional, humane and ethical impoundment, animal shelter, care services, and humane disposal of any animal within the scope of this Agreement.

5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal’s owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7 day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dog animals are never known or even identified such that HSMC’s ability to find the owner is a legal impossibility.

5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this Agreement and in compliance with all federal, state and local laws.

5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a “pest” exterminator.

5.9 Disposition of Stray Non-Dog Animals. After the statutory waiting time, seven (7) days, the parties agree that HSMC will obtain exclusive possession of all strays covered by this Agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animals remains.

5.10 Protocols. Both parties will mutually create and agree upon protocols to follow in order to accomplish the efficient execution of this Agreement with a minimum of confusion or disagreement.

5.11 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment, redemption records and those additional records as may be required under Wis. Stats. §173.15(2)(b). Such records shall be made available to MUNICIPALITY. Such records will be available for review, copying or inspection at HSMC by appointment with Executive Director or designee.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate this Agreement, for any reason, at any time upon 30 days written notice to the other party.

6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for the Compensation paid by the MUNICIPALITY prescribed under Section 2.0 of this Agreement less either the amount of animals turned into HSMC by the MUNICIPALITY multiplied by \$185 or 1/12th for each month that the Agreement is in effect whichever is greater.

7.0 INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In order to protect itself, MUNICIPALITY, its officers, boards commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.

7.2 Indemnification.

A. Immunity. The MUNICIPALITY is a governmental entity entitled to governmental immunity under law, including Wis. Stat. §893.80. Nothing contained herein

shall waive the rights and defenses to which the MUNICIPALITY may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendments thereof.

B. Responsible for Own Actions. HSMC and MUNICIPALITY shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of the parties hereto shall be covered by his or her employing entity for purposes of worker's compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under Ch. 102, Wisconsin Statutes.

D. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the willful or intentional acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this agreement.

8.0 NOTICE TO PUBLIC AND PRIVATE ON NONAFFILIATION. HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to the MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

Mayor Katie Rosenberg
City of Wausau
407 Grant Street
Wausau WI 54403

Kaitlyn Bernarde
City Clerk
407 Grant Street
Wausau WI 54403

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail as follows:

Lisa Leitermann
Executive Director
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

Mary Tubbs
President of the Board of Directors
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This Agreement together with any all instruments, exhibits, schedules or addenda attached hereto sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court, State of Wisconsin.

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT. No party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an Agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

13.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Katie Rosenberg, in my capacity as MUNICIPALITY Mayor, and acting as the MUNICIPALITY Contract Administrator for the City of Wausau, and I, Kaitlyn Bernarde, City Clerk, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither we nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Mary Tubbs, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement of behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY, INC.:

LISA LEITERMANN	Date
Executive Director, HSMC	

MARY TUBBS	Date
President Board of Directors, HSMC	

FOR MUNICIPALITY:

KATIE ROSENBERG	Date
Mayor, MUNICIPALITY Contract Administrator	

KAITLYN A. BERNARDE	Date
City Clerk	



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 14, 2023

Re: Renewal of Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department

Purpose:

Requesting renewal of the one year Animal Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department.

Background:

The City of Wausau and Everest Metro Police Department have held an intergovernmental agreement since 2014. The agreement extends the Humane Officer's jurisdiction to areas covered by the Everest Metro Police Department and allows the Humane Officer to pick up stray dogs, impound animals or return them to the owner, and issue citations as appropriate. The Humane Officer may also investigate complaints of alleged violations of state statutes and local ordinances relating to animals and, in the course of the investigations, may execute inspection warrants pursuant to Wis. Stat. §66.0119. The agreement further enables duties, investigations, abatement and exercise of powers related to animals as set forth in Wis. Stat. §§ 173.07, 173.09, 173.10, 173.11, and 173.13.

Impact:

Everest Metro shall pay \$16,860 to the City for the services provided in this Agreement. The City agrees that all funds paid by Everest Metro pursuant to this Agreement will be used only to fulfill the terms of this Agreement.

Recommendation:

Department recommends approving the renewal of the one year contract.

**INTERGOVERNMENTAL HUMANE OFFICER
SERVICES AGREEMENT
BETWEEN THE CITY OF WAUSAU AND
EVEREST METROPOLITAN POLICE DEPARTMENT**

THIS AGREEMENT, entered into this 1st day of January, 2024, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY" and the Everest Metropolitan Police Department, hereinafter referred to as "EVEREST METRO";

WHEREAS, the CITY has appointed a Humane Officer certified pursuant to Wis. Stat. §173.05, who provides animal control services pursuant to Wis. Stat. Ch. 173 including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of stray animal population, restraint of dangerous animals, protecting persons from the dangers associated with animals at large, inhumane treatment of animals, and other related services; and

WHEREAS, EVEREST METRO is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within its territorial limits; and

WHEREAS, EVEREST METRO wishes to enter into an Agreement with the CITY for the providing of Humane Officer services as more fully hereinafter set forth; and

WHEREAS, CITY is agreeable to rendering such services on the terms and conditions as hereinafter enumerated; and

WHEREAS, the CITY and EVEREST METRO are authorized pursuant to Wis. Stat. §66.0301 to enter into this Agreement which proves a governmental function and/or service that each party is authorized to perform and in which the parties are mutually interested, such as police protection and public health and welfare.

NOW, THEREFORE, the parties hereto agree as follows:

1. **SCOPE OF ANIMAL SERVICES**. Subject to the provisions hereinafter contained in this Agreement, the CITY shall provide the following animal control services to EVEREST METRO:
 - a. Pick up stray dogs; impound animals or returning them to the owner; and issue citations as appropriate.
 - b. Investigate complaints of alleged violations of state statutes and local ordinances relating to animals and, in the course of the investigations, may execute inspection warrants pursuant to Wis. Stat. §66.0119.
 - c. Provide those duties, investigations, abatement and exercise those powers related to animals as set forth in Wis. Stat. §§173.07, 173.09, 173.10, 173.11, and 173.13.

2. STAFFING. Humane Officer hours shall be on average 40 hours per week which said schedule shall be flexible. However, the Humane Officer or his/her designee shall still respond to those calls for services in the times set forth on Exhibit A.
3. PRIORITIZATION. Upon receiving a telephone call or other communication from an EVEREST METRO police officer, or from a designated municipal staff member from the City of Schofield or Village of Weston, related to those duties set forth in ¶1. a-c. above, such matter will be handled on a priority basis. The CITY reserves the right to prioritize responses according to the attached animal response prioritization set forth on Exhibit A attached hereto and incorporated herein.
4. COMMENCEMENT, TERM, AND TERMINATION. The term of this Agreement shall commence on January 1, 2024 ("Commencement Date") and terminate on December 31, 2024 ("Termination Date").
5. COMPENSATION. EVEREST METRO shall pay \$16,860 to the CITY for the services provided in this Agreement. Payment will be due no later than July 5, 2024 to the Treasurer of the CITY. The CITY agrees that all funds paid by EVEREST METRO pursuant to this Agreement will be used only to fulfill the terms of this Agreement.
6. HOLD HARMLESS/INDEMNIFICATION & INSURANCE.
 - a. The CITY shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of the Humane Officer, the CITY'S agents and employees in the execution of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to EVEREST METRO with EVEREST METRO as an additional insured. All insurance coverage shall contain a 10-day advance notice of cancellation to EVEREST METRO. The CITY shall timely pay all insurance premiums. Limits of liability shall not be less than:

Worker's Compensation Statutory Coverage

General Liability Insurance Coverage:

Bodily Injury – Per Person	\$ 500,000
– Per Occurrence	\$ 1,000,000
Property Damage – Per Occurrence	\$ 250,000
Comprehensive Auto Liability Including Non-Ownership Coverage	
Per Person	\$ 100,000
Per Occurrence	\$ 300,000
Property Damage	
Per Occurrence	\$ 50,000

b. Liability for any damages or bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way by the services of the CITY in this Agreement shall be assumed by the CITY which shall indemnify and hold harmless EVEREST METRO against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney's fees, arising from or connected to the activities provided to EVEREST METRO, including but not limited to, any acts or omissions of the Humane Officer, the CITY's employees, agent, representatives, and any other person doing business with the Humane Officer.

7. EVEREST METRO shall fully cooperate with the Humane Officer including but not limited to the furnishing of any and all information in its possession about the ownership of a suspected rabid animal, including rabies vaccination certificates, any history of the animal or the name and address of any possible victims of an animal bite or injury.
8. ANIMAL TREATMENT FEES. All animal care, impoundment, treatment, or disposal shall be the sole responsibility and at the direction of EVEREST METRO.
9. ENFORCEMENT. All citations issued by the Humane Officer within the jurisdiction of EVEREST METRO shall be prosecuted in the Everest Metro Municipal Court at EVEREST METRO's sole expense. However all forfeitures collected therefrom will be retained by EVEREST METRO's municipalities. EVEREST METRO shall be responsible for the payment of legal services for the prosecution of offenses occurring in EVEREST METRO'S jurisdiction.
10. NOTICES. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

CITY:	EVEREST METRO
City of Wausau	Attn: Chief of Police
Attn: City Clerk	5303 Mesker Street
407 Grant Street	Weston, WI 54476
Wausau, WI 54403	

11. ASSIGNMENT. The parties acknowledge that the services provided herein are unique. Accordingly, neither party may assign their rights or delegate the duties or obligations under this Agreement.
12. AMENDMENTS. This Agreement contains the entire Agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein.

13. JURISDICTION. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Marathon County unless it is determined that such Court lacks jurisdiction. The parties expressly waive the right to bring such action in, or to remove such action to any other court whether state or federal, unless it is determined that the Circuit Court for Marathon County lacks jurisdiction. This Agreement shall be construed under the laws of the State of Wisconsin.
14. SEVERABILITY. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or void, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.
15. IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either party's sovereign immunity under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above and by so signing this Agreement, certify that they have been duly and properly authorized by their respective boards and councils to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

CITY OF WAUSAU

EVEREST METRO POLICE DEPT.

Katie Rosenberg, Mayor

Clayton Schulz, Chief of Police

Kaitlyn A. Bernarde, City Clerk

Mark Maloney, Chairman – Everest Metro
Joint Finance Committee

EXHIBIT A

Call Type	Response Level (Immediate/Delayed)
Animal cruelty or neglect	Delayed--respond within 24 hours.
Domestic animal at-large	Immediate if in traffic or threat to any person(s) or property. Delayed- Response within eight (8) hours.
Found or unwanted animals to be picked up	Delayed-Train Officers to handle outside normal hours, if unavailable or specialized recover and transportation needs are required it may be necessary outside normal hours to call-in animal control staff.
Animal sanitation complaints	Delayed-Response within 24 hours
At-large animal that is sick, injured or in danger	Immediate
Aggressive animal	Immediate
Barking dogs	Delayed
Other animal noise complaints	Delayed
Animal attacks on other animals or people	Immediate
Deceased animals that pose no risk to safety	Delayed-Response within 24 hours.
Deceased animals that pose a risk to safety	Delayed-Response within 24 hours.
Other Calls not set forth herein.	Response shall be at the discretion of the Humane Officer.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan Troutner
Assistant City Attorney

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: November 9, 2023
Re: Joint Powers Agreement with Marathon County for E911/NG-911 System

Purpose: To obtain your approval of a Joint Powers Agreement with Marathon County for the E911/NG-911 system for the calendar year, 2024.

Facts: On March 14, 2023, Council approved a Joint Powers Agreement with the County for one year, effective January 1, 2023.

Section 256.35(9)(a), Wis. Stats., requires public agencies to annually enter into a joint powers agreement.

Recommendation: Approval.

**JOINT POWERS AGREEMENT
MARATHON COUNTY E911/NG-911 SYSTEM**

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a) through (c), and City of Wausau, a Wisconsin municipal corporation and a public agency as defined by Wis. Statutes 256.35(9)(a) through (c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a) through (c), and in strict conformity therewith.
2. This agreement shall be effective January 1, 2024 and continue in full force and effect for a period of one year until December 31, 2024, unless either party notifies the other in writing of this intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the expiration date. This agreement is intended to reaffirm the intent of the parties to annually enter into a joint powers agreement, which was last reaffirmed on January 1, 2023.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E911/NG-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(1) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this ____ day of _____, 2023

MARATHON COUNTY

BY: _____

Lance Leonhard
County Administrator

Dated and signed this ____ day of _____, 2023

CITY OF WAUSAU

BY: _____

Katie Rosenberg
Mayor



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 21, 2023

Re: Acceptance of 2024 Beat Patrol Grant

Purpose:

Requesting approval to accept the award of the 2024 Beat Patrol Grant awarded through the State of WI Department of Justice.

Background:

The City of Wausau has been eligible and received the Beat Patrol Grant since 2008. The beat patrol program provides the ten communities with the highest violent crime rates and with a population over 25,000 with funds to support additional police personnel for community work or beat patrols.

The Wausau Police Department was able to expand our sworn staff by two officers, with the first grant funding. In that three-year cycle of funding, the Council authorized one more sworn position in addition to the two funded by the grant. In total, we now have 79 sworn positions. This grant will allow us to maintain that level of sworn positions by supporting the costs associated with those positions.

The City of Wausau, as guided by the grant guidelines, uses the funding for salary and fringe benefits associated with two police officers assigned to regular patrol duties.

Impact:

Term	2024 State allotment	2024 City Match	2024 Total
Jan. 1, 2024 – Dec. 31, 2024	\$121,434	\$136,074	\$257,508

Recommendation:

Department recommends approving the acceptance of the 2024 Beat Patrol Grant.

WISCONSIN DEPARTMENT OF JUSTICE

**Beat Patrol 2024
Grant Summary Sheet**

Grantee or Unit of Government: **City of Wausau**

Project Name: **2024 Beat Patrol Grant**

Address: **Wausau Police Department, 515 Grand Avenue, Wausau, Wisconsin,
54403-6467**

Project Director: **Melinda Pauls**

Phone number: **715-261-7986**

Signing Official: **Mayor Katie Rosenberg, City of Wausau, 407 Grant Street,
Wausau, Wisconsin 54403-4737**

Amount of State Award: **\$121,434**

Amount of Match: **\$136,074**

Amount of Total Award: **\$257,508**

SUMMARY OF GRANT:

The Beat Patrol Grant Program aims to reduce the violent crime rate in the City of Wausau by providing funding support to the Wausau Police Department for additional police personnel dedicated to community outreach and beat patrols.

Name of Program Manager: **Ryan Anderson**
Phone number: **608-419-3789**

Name of Grants Specialist: **Deb Hughes**
Phone number: **608-284-0432**



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

November 9, 2023

Captain Melinda Pauls
Wausau Police Department
515 Grand Avenue
Wausau, WI 54403-6467

Re: 2024 Beat Patrol Grant
Wisconsin Department of Justice Grant Number: 2024-BP-01A-18362

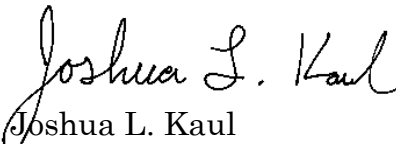
Dear Captain Pauls:

The Wisconsin Department of Justice, Division of Law Enforcement Services has approved a grant award to the City of Wausau in the amount of \$257,508 which includes your local match. Funding is provided by the State of Wisconsin to employ additional uniformed law enforcement officers whose primary duty is beat patrol. This grant supports the City of Wausau's 2024 Beat Patrol Grant Program.

To accept this award, please have the authorized official sign the Signatory Page and Standard Terms and Conditions in addition to initialing the bottom right corner of Attachments A and B. The project director signs the Acknowledgement Notice. Please return the signed award document to the Wisconsin Department of Justice within 30 days. Please maintain a copy for your records. Funds cannot be released until all signed documents are received and any special conditions are met.

As project director, you will be responsible for all reporting requirements outlined in the grant award and ensuring that funds are administered according to the approved application materials and certifications. Please refer to the FAQ sheet enclosed for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,


Joshua L. Kaul
Attorney General

JLK:DAH:
Enclosures



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

BEAT PATROL GRANT PROGRAM AWARD
2024 Beat Patrol Grant
2024-BP-01A-18362

The Wisconsin Department of Justice (DOJ) hereby awards to the **City of Wausau**, (hereinafter referred to as the **Grantee**), the amount of **\$257,508** for programs or projects pursuant to Wisconsin Statute S.165.986.

This grant may be used until **December 31, 2024** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice. In addition, please note that grant activity may not begin until the project start date.

BY:

JOSH KAUL

Attorney General

Wisconsin Department of Justice

11/09/2023

Date

The (Grantee), **City of Wausau**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **City of Wausau**

BY:

NAME: **Katie Rosenberg**

TITLE: **Mayor**

Date

WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A

Grantee: City of Wausau

Project Title: 2024 Beat Patrol Grant

Grant Period: From January 1, 2024 To December 31, 2024

Grant Number: 2024-BP-01A-18362 Program Area: 1A

BEAT PATROL GRANT PROGRAM APPROVED BUDGET

See your E-grants Application for details

<u>State Funds & Local Match</u>		
Personnel		<u>\$181,281.50</u>
Employee Benefits		<u>\$76,226.50</u>
STATE TOTAL	<u>\$121,434</u>	
LOCAL CASH MATCH	<u>\$136,074</u>	
TOTAL APPROVED BUDGET	<u>\$257,508</u>	<u>\$257,508</u>

Award General Conditions

1. Grant recipients are advised that DOJ will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of progress and financial reports, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, on-going submission of participant data, and adherence to any conditions included in the grant award.
2. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
3. The DOJ reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to DOJ such as background check fees, etc. Refusal to provide information requested by DOJ may impact the payment of current or approval of future grant funds.
4. Please be advised that a hold may also be placed on any current or future application or grant payment if it is deemed that an agency is not in good standing on any DOJ grants or other reporting requirements, has other grants compliance issues (including being out of compliance with special conditions) that would make the applicant agency ineligible to receive future DOJ funding, failure to make progress in obtaining project goals and objectives, and/or is not cooperating with an ongoing DOJ grant review or audit.
5. A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.
6. Program Income: To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Grant award funds received are not program income. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as

program income during the length of the grant period must be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award.

7. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition.
8. If the grant award budget contains wages, the grantee's records must be maintained in a form that, at any given time, an auditor or DOJ representative would be able to identify the use of Federal and Matching funds. These records should include information such as employee name, rate of pay, hours worked, and amount of time dedicated to the grant project.
9. Award funds will be used to supplement, not supplant, planned or allocated funds.
10. To be allowable under a grant program, all funds (state, federal, and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 30 days of the grant period ending date. Any grant activity outside the project period is not eligible for reimbursement.
11. All budget changes require prior approval from DOJ and must be requested in a grant modification via Egrants.
12. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
13. Grant funds will be paid to the grantee on a reimbursement basis. Expenses must be incurred and paid for by the agency/organization within the reporting period.
14. Any changes in personnel involved with the grant including the Project Director, Financial Officer, and/or Signatory must be reported to DOJ in a grant modification via Egrants.
15. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day unless prior approval is received from DOJ.
16. Reimbursement for travel (i.e., mileage, meals, and lodging) is limited to state rates.
17. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
18. All contracts pertaining to this grant must be submitted to DOJ within 30 days of receipt of Grant Award Documents.
19. If the grant award contains equipment, a request for reimbursement should only be submitted once the equipment is installed and testing has been completed.
20. Positions funded by this grant must have a position description. Submit the position description and name of employee in Egrants within the Monitoring Section under Project Document Attachment.
21. The recipient agrees to cooperate with WI DOJ monitoring to ensure compliance of US DOJ Grants guidelines, Financial Guide, and OJP guidelines, protocols and procedures. Recipient agrees to cooperate with WI DOJ (including the Program Contact, Fiscal Contact, Grants Specialist Monitor, Supervisors, and/or Administration) for this award, including requests related to desk reviews and/or onsite/virtual visits. The recipient agrees to provide to WI DOJ all documentation necessary for WI DOJ to complete the monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set out by WI DOJ for providing the requested documents. Failure to cooperate with WI DOJ monitoring activities may result in actions that affect the recipient's WI DOJ awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to award funds, referral to the WI DOJ designation of High-Risk grantees, or terminate of an award(s).

WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT B

Award Special Conditions

1. Grant monies that a city receives under this grant may be used for salary and fringe benefits only. Overtime is unallowable.
2. The positions funded must be created on or after April 20, 1994 and result in a net increase in the number of uniformed law enforcement officers assigned to beat patrol duties.
3. For each year that a city receives a grant, the city shall provide matching funds of at least 25% of the amount of the grant.
4. The grantee will provide Wisconsin Department of Justice with the date of hire, the name of each person hired, and the date of termination.
5. Based on the final financial report due on January 30, 2025, the grantee shall reimburse Wisconsin Department of Justice any funds paid to the grantee in excess of the actual allowable salary and fringe benefit costs for calendar year 2024.

**BEAT PATROL GRANT PROGRAM
ACKNOWLEDGEMENT NOTICE**

Grantee: City of Wausau Date November 2023
Project Title: 2024 Beat Patrol Grant Grant No. 2024-BP-01A-18362

The following reporting requirements apply to your grant award.



PROGRESS REPORTS must be submitted on a scheduled basis and should be completed in Egrants. Narrative reports on the status of your project are due to DOJ on:

<u>4/12/2024</u>	<u>7/12/2024</u>	<u>10/12/2024</u>	<u>1/30/2025 Final</u>
_____	_____	_____	_____

NOTE: Report due 04/12 includes January, February and March program activity.
Report due 07/12 includes April, May and June program activity.
Report due 10/12 includes July, August and September program activity.
Report due 01/30 includes October, November and December program activity.



FINANCIAL REPORTS must be submitted on a scheduled basis and should be completed and certified in Egrants. Supporting documentation should be attached to the Fiscal Report in Egrants and are due to DOJ on:

<u>4/12/2024</u>	<u>7/12/2024</u>	<u>10/12/2024</u>	<u>1/30/2025 Final</u>
_____	_____	_____	_____

NOTE: Report due 04/12 includes January, February and March program activity.
Report due 07/12 includes April, May and June program activity.
Report due 10/12 includes July, August and September program activity.
Report due 01/30 includes October, November and December program activity.

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

_____, Project Director
Date Melinda Pauls



Planning, Community and Economic Development
Liz Brodek, Development Director

TEL: (715) 261-6680
FAX: (715) 261-6808

MEMO

TO: Finance Committee members

FROM: Tammy Stratz, Community Development Manager

RE: Reprogramming of funding

DATE: November 10, 2023

As you will recall during the 2022 CDBG funding process, \$100,000 was allocated to assist with development of a new Outreach Park that was to be placed on Jefferson Street across from the COP House. Since the COP House is not moving forward, neither is the playground. In addition, there are several years of administration funds on the books of which HUD recommended reprogramming to reduce that number.

The Community Development Department was tasked to develop a new affordable rental housing with the use of ARPA (American Rescue Plan Act). Our initial requested project on a City-owned lot fell through since Council voting down the rezoning of the lot. Staff has identified another lot that could meet our needs; however, the city does not own it. Therefore, additional funds are needed for the acquisition, testing and architectural fees associated with this potential project.

Therefore, we are requesting that \$100,000 from the 2022 Outreach Park and \$90,000 from our Administration funds be reprogrammed into the Acquisition/Housing Development program.

If you have any questions or concerns before the meeting, please feel free to call me at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us.

Thank you.

CITY OF WAUSAU
PURCHASE ORDER COVER SHEET



DEPARTMENT: FINANCE	CONTACT NAME: MARYANNE GROAT
VENDOR: Systems Technologies	COST: \$36,667
PURCHASE DESCRIPTION: PUBLIC REFUSE AND RECYCLING CONTAINERS	

COMPETITIVE PURCHASING PROCESS DOCUMENTATION

PLEASE INDICATE YOUR QUOTE AND BID EFFORTS BELOW. THIS IS A MANDATORY FORM FOR ANY PURCHASES IN EXCESS OF \$10,000 AND SHOULD ACCOMPANY THE PURCHASE ORDER DOCUMENTATION AND BE REMITTED TO FINANCE

GOODS OR SERVICES REQUIRING CENTRALIZED PURCHASING INCLUDE: COPIERS, COMPUTER HARDWARE/SOFTWARE, INTERNET SERVICES, CELL PHONES, SECURITY CAMERAS, FURNITURE, PLOWING SERVICES, VEHICLES AND ROLLING STOCK, FACILITY MAINTENANCE

☐ **PURCHASE OF GOODS OR CONTRACT SERVICES \$10,000 TO \$25,000 – WRITTEN QUOTES REQUIRED**

- ☐ QUOTE SUMMARY AND AT LEAST 3 QUOTES (ATTACHED)
- ☐ SOLE SOURCE JUSTIFICATION – APPROVED BY DEPT HEAD AND FINANCE DIRECTOR (ATTACHED)

☐ **PURCHASE OF GOODS OR CONTRACT SERVICES GREATER THAN \$25,000 - FORMAL BID PROCESS REQUIRED**

- ☐ PUBLIC CONSTRUCTION – FOLLOW STATE STATUTES
- ☐ BIDS FORMALLY NOTICED
- ☐ SEALED BIDS RECEIVED
- ☐ BIDS OPENED AT BOARD OF PUBLIC WORKS
- ☐ BID SUMMARY AND BIDS (ATTACHED)
- ☒ SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED)

☐ **PURCHASE OF VOLATILE PRICING COMMODITIES \$5,000 TO \$50,000 – REQUIRES WRITTEN QUOTES**

- ☐ QUOTE SUMMARY AND QUOTES (ATTACHED)
- ☐ APPROVED SOLE SOURCE JUSTIFICATION (ATTACHED)

☐ **PURCHASE OF COMBINED GOODS AND SERVICES OR PROFESSIONAL SERVICES UNDER \$25,000 - COMPETITIVE PROCESS ENCOURAGED**

- ☐ QUOTE SUMMARY (ATTACHED)
- ☐ QUOTES (ATTACHED)
- ☐ OTHER PROCUREMENT DESCRIBE _____

☒ **PURCHASE OF COMBINED GOODS AND SERVICES OR PROFESSIONAL SERVICES OVER \$25,000 – FORMAL RFP PROCESS REQUIRED**

- ☐ FORMAL RFP (ATTACHED)
- ☐ RFP FORMALLY NOTICED
- ☐ PROPOSALS OPENED AT BOARD OF PUBLIC WORKS
- ☐ PROPOSAL SUMMARY AND PROPOSALS (ATTACHED)
- ☒ SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED)

☐ **COMPETITIVE PURCHASE EXEMPTION**

- ☐ SOFTWARE MAINTENANCE & SUPPORT ☐ PARTS & SERVICES ORIGINAL MANUFACTURER
- ☐ INSURANCE SERVICES – CVMIC, TMIC OF WISCONSIN, LGPIF

ADDTL INFO: The License Plate Recognition equipment and software serves as the hub of our parking enforcement and permitting plate forms. The hardware and software is manufactured by Genetec. While the equipment was at end of useful life we needed to continue to use this company otherwise all integrations would need to be redone. The existing technical support vendor is Route 1. We received a proposal to upgrade the products from the existing vendor and System Technologies based in Wisconsin. Police, Finance and IT staff reviewed and recommend using System Technologies. They currently maintain all other public safety and security camera systems in the City, they are local and their cost is less. This procurement did not follow the policy because we needed to stay with the Genetec manufacturer.



Quote: 2213 / Date: 11/2/2023

Customer

Systems Technologies
6361 North Towne Road
Windsor, WI
53598, US
(800) 822-4227

Prepared By:
John Wedige
608-297-1530
john.wedige@pieperpower.com

City-County IT Commission
407 Grant Street
Wausau, WI
54403

Project: City of Wausau AutoVu

Scope of Work

Systems Technologies is pleased to provide the following quote for the upgrade of the City of Wausau AutoVu System.

*Provide/Install the listed base package on One (1) vehicle.
Setup, program, and test on county provided in-vehicle computer.*

SharpZ3 OverTime

	Quantity	Unit Cost	Total Cost
AutoVu™ SharpZ3 OVERTIME *	1 ea	\$ 19,554.56	\$ 19,554.56
Manufacturer: Genetec, Description: Single base KIT includes base unit, LPR module for up to 2 LPR cameras, hard mount brackets, advanced GPS navigation with dead reckoning, POE aux camera option, 2 Tire Cameras, 2 LPR units and in-vehicle license.			
Extended Warranty for AU-K-OXX kit *	1 ea	\$ 9,101.76	\$ 9,101.76
Manufacturer: Genetec, Description: Advance Replacement coverage - 4 Years additional coverage. Does not Include update to advanced replacement for year 1 (warranty cannot extend past 5th year after purchase). This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC.			
AU-K-OXX- advanced swap warranty *	1 ea	\$ 515.54	\$ 515.54
Manufacturer: Genetec, Description: advanced swap warranty service upgrade from return and repair for first year of sale.			
	--	--	\$ 29,171.86



Quote: 2213 / Date: 11/2/2023

Labor

	Quantity	Unit Cost	Total Cost
388 LV FOREMAN Manufacturer: 388, Description: FOREMAN-VDV TECHNICIAN	70 hrs	\$ 98.00	\$ 6,860.00
9-23-MATERIALS MANAGEMENT Manufacturer: MM, Description: MATERIALS MANAGEMENT	1 hr	\$ 75.00	\$ 75.00
9-23-PROJECT MANAGER 3 Manufacturer: PM3, Description: PROJECT MANAGER 3	4 hrs	\$ 75.00	\$ 300.00
9-23-TRAVEL Manufacturer: TRV, Description: TRAVEL TIME	4 hrs	\$ 65.00	\$ 260.00
	--	--	\$ 7,495.00

* Tax not applied to part or subcomponent

Notes

-All work is to be done during normal working hours, typically 7:00am to 5:00pm Monday-Friday.

-Quote assumes that all the existing wiring and field devices are intact and in working order. Anything that is found to not be in working order will be brought to the owner's attention and at the owner's discretion will be either left as is or repaired on a time and materials basis.

- Systems Technologies shall provide a 1-year warranty from the date of substantial completion against defects in workmanship for the work performed under this scope of work.
- The repair or replacement of a defective component under the terms and conditions of the manufacturers' warranty would not include the cost of labor required to repair or replace the defective component. Warranty work will be scheduled during standard work week hours.

For service or repairs related to the Systems Technologies installed equipment contact Systems Technologies @ (715) 539-2877 ext. 1109

Summary

Subtotal \$ 36,666.86

\$ 36,666.86

Accepted By

Date

.....

TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

2. ENTIRE AGREEMENT. This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

3. PROPOSAL. Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

4. CONSTRUCTION MATERIALS. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

5. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

6. INSURANCE. Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

7. ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

8. SITE CONDITIONS. Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

9. PAYMENT. Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

10. JOB SIGN. Buyer agrees to allow Seller to display a construction sign at the Project Site.

11. CHANGES. No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

12. WORK STOPPAGE. Should work be stopped for any reason, including but not limited to, public authority, Force Majeure event defined in paragraph 13, or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

13. DELAY. Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or

governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, a Force Majeure event (includes but not limited to: war, riots, earthquakes, hurricanes, tornadoes, floods, lightning, explosions, energy blackouts/brownouts, lockouts, slowdowns, strikes, terrorism, unforeseen governmental legislation, action or declaration, or health emergency (including local, regional, or nation epidemic or pandemic)). Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

14. DISPUTES. These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venue in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

15. WARRANTY. Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

16. CONFLICTS/INCONSISTENCIES. If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

17. ASBESTOS AND TOXIC MATERIALS. This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. IMPAIRMENT OF CREDIT. If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

20. HOLD HARMLESS. Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract, provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's Subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

21. WORKING HOURS. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

22. GENERAL EXCLUSIONS. Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

Note: This Quote is good and valid for 15 days beyond the Quote Date.

Bill To

Wausau IT
City of Wausau
407 Grant St
Wausau WI 54403
United States

Ship To

City of Wausau
407 Grant St
Wausau WI 54403
United States

TOTAL

\$33,706.20

Expiration Date: 11/24/2023

Terms	Expiration Date	PO #	Sales Rep	Shipping Method
Net 30	11/24/2023		Miles J Steadman	

Project Description

EOL SharpX Refresh of 1ea patroller to Z3. Buy back 2ea SharpX.

Engineering Services

- 1 Removal of existing LPR solution including cameras, processing unit, mounting hardware, docking station, modem hardware. Installation services for one mobile LPR vehicle (City w/out WI, University, MLPI, Law 3 Camera)
- 1 Configuration services for add on mobile LPR projects. Includes adding new units to existing server environment and configuring add on hardware to match existing hardware specifications.
- 1 Project management services for add on Mobile LPR project deployment, up to five mobile LPR vehicles.
- 1 Cost of technician to travel to provide on-site installation. This is a per trip charge; if technician is required to return to site for reasons outside of Route1's control, there will need to be additional trip charges.

Subtotal: \$9,750.00

Hardware and Software - Sensors and Data Acquisition

- 1 AutoVu™ SharpZ3 850nm CITY KIT includes main SharpZ3 dual processing unit with Horizontal/Verticle mounts, wiring, USB GPS and Genetec Patroller™ license. 2 Cameras and camera mounts included. Includes 25% discount on Genetec Patroller hardware offer.
Buy Back of 2ea SharpX system components, including cameras and trunk units.
- 1 AU-K-CXX- advanced swap warranty service upgrade from return and repair for first year of sale.
- 1 Mapping License including data for North America
- 1 Route1 Consumables
- 1 Route1 Shipping

Subtotal: \$16,917.35

Hardware and Software - User Interface and Communications

- 1 FZ-G2 Tablet- Non Embedded
- 1 In-vehicle Docking Station
- 1 In-vehicle - 5G Cradlepoint External Modem and Antenna, plus one year NetCloud Essentials plan.

Subtotal: \$7,038.85



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

Tax Total (0%)	\$0.00
-----------------------	--------

Total	\$33,706.20
--------------	-------------

The below Terms of Sale are an integral part of this quote. In order for this quote to be effective, the attached Terms of Sale must be agreed to.

Customer Authorizing Party Signature: _____

Date of Signature: _____



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

Terms of Sale

Route1 Inc. ("Route1") is the parent company of operating subsidiaries Route 1 Security Corporation, Portable Computer Systems, Inc. doing business as PCS Mobile, SpyruS Solutions Inc., Group Mobile Int'l, LLC, DataSource Mobility, LLC and VetSource Mobility, LLC. (collectively the "Seller"). Each of these subsidiaries, as applicable, continue as valid parties to all agreements.

The submittal of a purchase order to the Seller by the customer referred to in the attached quote (the "Customer", "Client" or the "Buyer") referencing the Quote No. and the specifics from that Quote or a Customer Authorizing Party signature on the Quote, indicates acceptance of the below terms and conditions.

Please read these Terms of Sale (the "Terms of Sale") carefully.

Except where indicated otherwise, these terms and conditions shall supersede any subsequent terms or conditions included with any purchase order. The Seller reserves the right to make changes to these terms and conditions at any time. In the event that there is any conflict or inconsistency between these Terms of Sale and any other terms of sale or use, these Terms of Sale will govern.

1. Acceptance of Order

Buyer's placement of an order does not necessarily ensure that we will accept the Buyer's order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting Buyer's order, we may require additional information if Buyer has not provided all of the information required by the Seller to complete Buyer's order. Once a properly completed order is received, authorization of Buyer's form of payment is received and we have accepted Buyer's order, we will promptly place Buyer's order in line for shipment.

Once an order has been accepted by the Seller, it cannot typically be cancelled. If an order cancellation request is received and accepted by the Seller prior to product shipment, a 15% cancellation fee will apply.

2. Pricing and Availability

All prices for products (and the associated costs of shipping and tax) are shown in U.S. dollars. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if Buyer has already placed an order. All prices are subject to change without notice, and Buyer agrees that taxes may be adjusted from the amount shown on this quote. Several factors may cause this, such as variances between processor programs and changes in tax rates.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

3. Payment Terms and Credit Card Payments

If the Buyer requests credit from the Seller, the Buyer shall provide all financial information reasonably requested by the Seller from time to time for the sole purpose of establishing or continuing Buyer's credit limit. Buyer agrees that the Seller shall have the right to decline or extend credit to Buyer, and to require that the applicable purchase price be paid prior to shipment. The Seller shall have the right from time to time, without notice, to change or revoke Buyer's credit limit on the basis of changes in the Seller's credit policies or Buyer's financial condition and/or payment record.

If credit terms are not available to the Buyer, pre-payment may be made by ACH (EFT) or Wire Transfer. The Seller currently accepts Visa and MasterCard, as forms of credit card payment. By submitting Buyer's order and selecting to use a credit card as a form of payment, Buyer represents and warrants that Buyer is authorized to use the designated credit card and authorizes the Seller to charge Buyer's order (including taxes, shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, Buyer's order may be suspended or cancelled automatically. All credit card orders are subject to a 4% service charge. The Seller further reserves the right, in its sole discretion, to request partial payment from Buyer, prior to processing Buyer's order.

Buyer shall not deduct any amounts from any Seller invoice without the Seller's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by the Seller. Any authorized deductions for returned Products must include Buyer's customer tracking number and the Seller's Return Merchandise Authorization ("RMA") number. Deductions received by the Seller without advance notice will be denied.

If Buyer fails to make timely payment of any amount invoiced by the Seller, the Seller shall have the right, in addition to any and all other rights and remedies available to the Seller at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer. Buyer shall pay all costs of collection including reasonable attorneys' fees. A service charge of the greater of one and one-half percent (1½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due.

4. Partial Billing by the Seller

The Seller reserves the right to partially bill the Buyer for the portion of any line item or bundled price in an order if a material portion has been shipped, delivered or otherwise completed.

5. Shipping Terms and Policies

Delivery shall be made in accordance with the Seller's shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon the Seller tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible for filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed to by the Seller. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. The Seller will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings.

Buyer shall promptly notify the Seller, no later than 30 days from invoice date, of any claimed shortages



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery. The Seller shall not be liable for any shipment delays that affect the Seller or any of the Seller's suppliers, including but not limited to delays caused by unavailability or shortages of Products from the Seller's suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

6. On-Site Agreement Policy

Buyer has 24 hours from the date first agreed upon by both parties to cancel or reschedule without charge. Buyer agrees to pay the Seller a \$2,500 cancellation fee if the service dates requested are cancelled for any reason other than the Seller issuing the cancellation or Force Majeure.

A "Force Majeure" is defined as fire, explosion, accident, drought, storm, hail, earthquake, embargo, epidemic, act of God which has resulted in, or could reasonably be expected to result in the cancellation of the Seller's field services representative travel request.

7. Back Orders

If, for any reason, an item on Buyer's order is temporarily out of stock, the Seller will endeavor to back order that item for Buyer. Items on back order will be charged when the items are actually shipped, along with applicable taxes and shipping charges.

8. Return Policy – All Sales Final

All sales are final, except where otherwise agreed upon by Buyer and the Seller. Should the Seller, in its sole discretion, allow Buyer to return an item, the following return policy applies for that return:

- i. In order for the Seller to approve any product return, the product must not be opened or damaged, and in its original undamaged packaging. the Seller will not accept "open box" returns.
- ii. As the Seller sells specific project based manufactured and configured computers, accessories and electronic devices, unopened box returns also may be denied. The Seller cannot re-sell or return a computer that has been built to a Buyer's specifications.
- iii. Any and all product returns must be approved by the Seller, in the Seller's sole discretion, and a Return Merchandise Authorization ("RMA") number must be issued.
- iv. Approved returns must be made within 30 days of the delivery date.
- v. Approved returns will incur a 25% restocking fee.
- vi. Returns must be received within 15 days of the RMA number issuance.
- vii. The Buyer is responsible for all insurance and shipping charges associated with the return.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

- viii. All returns must be sent via UPS, Federal Express, or any other professional courier that provides a tracking number and proof of delivery.
- ix. If the returned product does not meet the requirements stated above, the product will be sent back to the customer "freight collect".
- x. Once the Seller has approved a return, Buyer's refund will be issued within 7 days, and Buyer will receive an email confirmation that Buyer's return is completed. Please note that, depending on Buyer's financial institution, it may take an additional 2-10 business days for the credit to post to Buyer's account.

9. Errors

the Seller attempts to be as accurate as possible. However, the Seller does not warrant that all product descriptions, photographs, pricing, or other information provided is accurate, complete, current, or error-free. In addition, all weights and size dimensions are approximate. If a product offered by the Seller is not as described or pictured, Buyer's sole remedy is to return it in an undamaged, unused condition for a refund, subject to the return policy herein. In the event of an error in an order confirmation, in processing an order, in delivering a product, or otherwise, we reserve the right to correct such error and revise Buyer's order accordingly, or to cancel the order and refund any amount charged. Buyer's sole remedy in the event of an error is, subject to the return policy herein, to cancel Buyer's order and obtain a refund.

10. Disclaimer of Warranty

SELLER PROVIDES NO WARRANTY TO ITS CUSTOMERS FOR ANY PRODUCTS SOLD. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET BUYER'S REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT BUYER'S USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER, A DEALER, AGENT, OR AFFILIATE SHALL CREATE A WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER, ITS AFFILIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PCS OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF PCS, ITS



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO BUYER FOR ALL DAMAGES EXCEED THE PRICE BUYER PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO BUYER.

IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

11. Manufacturer's Warranty

Warranties may be available directly from select manufacturers. Manufacturer information is subject to change without notice. Not all manufacturers for products which the Seller sells will offer manufacturers' warranties.

12. Confidentiality

The Seller and the Buyer agree to keep confidential all the terms of the Agreement, and any proprietary, trade secret or other information which the Seller or Buyer receives from the other in the performance of the Services under the Agreement, however, this shall not apply to information which is: (i) necessary to be disclosed to a third party in order to perform an Agreement; (ii) already known free of any restriction at the time it is obtained; (iii) subsequently learned from an independent third party free of restriction; (iv) is publicly available or (v) is required by law or court order to be disclosed.

13. Intellectual Property

The Seller grants to Buyer a limited, nonexclusive and nontransferable license to use the Seller's technology, equipment, software, information, copyrightable material, copyrights, trademarks, patents, data or other material (the "Intellectual Property") provided by the Seller in delivery of the Services.

Buyer may not copy or sublicense the Seller's Intellectual Property unless such rights are expressly granted in writing within the Agreement. The Seller owns or has a license or other right to use the Intellectual Property which is being distributed to the Buyer and the Seller reserves all rights to the Intellectual Property. Buyer hereby acknowledges that the Seller retains all right, title and interest in and to the copyrights, trademarks, patents and other intellectual property rights inherent or related in any way to the Intellectual Property provided. The Seller shall own all rights in any changes, enhancements, and modifications made by the Buyer to the Seller's Intellectual Property. Buyer agrees that neither it nor any of its employees or agents will contest or challenge the Seller's ownership or rights in its Intellectual Property, make or authorize any use of the Seller's Intellectual Property that is not consistent with the Agreement or these terms and conditions or modify or reproduce the content or substance of the Intellectual Property. See www.route1.com/terms-of-use/ for notice of the Seller's intellectual property.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

14. Waiver of Liability Relating to COVID-19

The installation of equipment, hardware or software by the Seller on the Buyer's site pursuant to the Agreement may require employees or contractors of the Seller to be present and in physical proximity to Buyer's employees, contractors, agents, customers, etc. Buyer understands that the Seller cannot prevent possible exposure to, contracting or spreading of COVID-19 by its employees or contractors. It is not possible to prevent the presence of COVID-19 and therefore if Buyer utilizes the Seller's onsite installation services, Buyer understands that it may be exposing its employees and others onsite to increased risk of contracting or spreading COVID-19.

By engaging in onsite Services, Buyer acknowledges and accepts the risk to its employees and others onsite of exposure to, contracting and/or spreading of COVID-19. The Buyer indemnifies the Seller against any claims arising out of exposure to, contracting and/or spreading of COVID-19 by virtue of the Seller's provision of onsite Services. The Buyer hereby forever releases and waives the right to bring suit against the Seller and its owners, officers, directors, managers, officials, agents, employees or other representatives in connection with the exposure, infection, and/or spread of COVID-19 related to the provision of onsite Services.

15. Support Contract as Applicable

The Seller offers three levels of support plans for license plate recognition customers: *Elemental*, *Comprehensive* and *Select*. The support plan's scope and specific terms are appended to the Seller's quote and or invoice.

(a) Warranty Term for Onsite Workmanship

The Seller guarantees its workmanship post application. The warranty term is found in your quote. This warranty extends to hardware installations performed by the Seller personnel. The Seller does not warranty any third-party equipment or software. The Seller will pass along the warranty it receives from the original equipment manufacturer or owner of the software.

(b) Server, Software, and Firmware Updates

As part of your support contract, the Seller may install critical software and firmware updates from manufacturers as required and when released. Critical updates will have priority, non-critical updates will be completed on an as needed basis and based on the terms of your support contract with the Seller.

(c) Remote Support Rapid Response

The Seller provides remote support to all clients. Depending on the plan, your authorized contacts are guaranteed a specified response time during the contracted support hours. Support is not available on weekends and holidays for elemental and comprehensive support plan clients.

(d) Number of Calls

The number incidents per month that your authorized contact(s) can make to our support team is defined in your quote.

(e) Annual Site Maintenance Visit

Defined in your quote.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

(f) **RMA Processing and Tracking**

Most original equipment manufacturers, including Genetec, require a certification in order to request an RMA. If an original equipment manufacturer's repair is required and depending on your service contract, the Seller will work with the original equipment manufacturer to create an RMA. Any original equipment manufacturer's costs related to the RMA such as damage or out of warranty repairs are the Buyer's responsibility. The Buyer requesting the RMA may also be responsible for shipping costs and processing fees, depending upon their service plan. Based on your service plan, the Seller will track your RMA to ensure its timely completion and the return of your equipment. Any costs associated with an on-site visit related to an RMA are not included in our support plans.

(g) **Camera Type**

Most organizations charge extra depending on the type of camera(s) you deploy. We do not.

(h) **Authorized Contacts**

The Seller is a security-first organization that serves clients such as the U.S. Department of Defense. We want to validate that we're only working with "authorized" personnel from your organization in order to protect our interests and yours. Because of this, you are required to name specific people who are authorized to work with us on your behalf.

(i) **Annual Configuration Time**

Some support plans include a certain number of configuration hours. Configuration time allows our experts to make changes to your system throughout the year for you so you don't have to. This can also include creating reports. Configuration hours are not bankable so any unused hours expire at the end of each one-year term.

(j) **Price Per Additional Configuration Hour**

All additional configuration hours must be purchased in blocks of four (4) hours at the rate associated with your plan. Your plan locks your costs in at a lower rate for the duration of your support agreement.

(k) **Client Support Hours**

Our support team is staffed to meet your needs during the hours stated in your plan.

(l) **Emergency Responsiveness**

Emergency responsiveness is our guarantee of how quickly we will schedule someone to come onsite when needed. All days are business days and do not include weekends or holidays. Costs associated with emergency onsite visits such as travel, meals, lodging and the Seller personnel charges are not included in our support plans. Emergency onsite visits will be performed on a time and material basis and will require a purchase order prior to scheduling. However, you will always be entitled to have the visit scheduled within the maximum period prescribed by your support plan.

An "Emergency" is any incident or problem that severely impacts your operation and has gone through our remote support protocols and that has been determined by the Seller that it cannot be fixed outside of an onsite visit. The actual countdown to onsite service cannot begin until all equipment required for the response is in hand including RMAs and other equipment that is that is not manufactured by the Seller.

Our onsite visit is dependent on vendors and manufacturers' response time, availability of hardware, and the client's availability and ability to provide us with access to the location of the ALPR deployment at their site.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

(m) **Hot-swap Inventory on Hand**

For our clients on Select Plans, the Seller will maintain materials on hand for emergency replacement. The Buyer is responsible for purchasing the hot-swap inventory. Additional installation fees may apply as required.

16. Privacy

Please refer to the Seller's Privacy Statement, available at www.route1.com/privacy-policy for information about how the Seller collects, uses, and discloses personal information from users of the site.

17. Dispute Resolution and Binding Arbitration

BUYER AND SELLER AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT BUYER WOULD HAVE IF BUYER WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims, between Buyer and either the Seller, its agents, employees, successors, assigns, direct and indirect subsidiaries, or any third party providing any products or services to Buyer in connection with Buyer's purchase arising from or relating in any way to Buyer's purchase of products, these Terms of Sale, their interpretation, or the breach, termination, or validity thereof, the relationships which result from these Terms of Sale (including relationships with third parties who are not signatories to these Terms of Sale), the Seller's advertising, or any related purchase, shall be resolved exclusively and finally by binding arbitration. The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision of the Terms of Sale is void, voidable, or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Notwithstanding the foregoing, Buyer may assert claims in a small claims court if Buyer's claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Sale.

Buyer agrees to an arbitration on an individual basis. In any dispute, NEITHER BUYER NOR SELLER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration clause is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, www.adr.org; JAMS, (800) 352-5267, www.jamsadr.com.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Quote

#737

11/06/2023

18. **Applicable Law and Jurisdiction**

This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Buyer is responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

19. **Export Controls**

Certain the Seller products may be subject to export controls imposed by the United States of America, and may not be exported or re-exported: (a) into (or to a national or resident of) any country to which the United States of America has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, or Venezuela; (b) to everyone on the U.S. Treasury Department's Specially Designated Nationals list, or (c) the U.S. Commerce Department's Table of Denial Orders (collectively, the "Prohibited Countries"). By purchasing any the Seller product, Buyer represents and warrants that Buyer is not located in any Prohibited Country, that Buyer is not under the control of any Prohibited Country, or that Buyer is not a national or resident of any Prohibited Country.

20. **Severability**

If any provision of these Terms of use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

Bill To

Wausau IT
City of Wausau
407 Grant St
Wausau WI 54403
United States

Ship To

City of Wausau
407 Grant St
Wausau WI 54403
United States

TOTAL

\$9,800.00

Due On or Before: 01/01/2024

Terms	Start Date	PO #	Sales Rep	Shipping Method
Payable Before Start Date	01/01/2024		Elton Crawford	

Term:

01/01/2024 - 12/31/2024

Quantity	Item	Rate	Amount
1	Route1 Comprehensive Support for On Premise for one year.	\$9,000.00	\$9,000.00
1	Route1 Comprehensive Support - one Mobile LPR vehicle for one year.	\$600.00	\$600.00
1	Genetec™ Advantage Renewal for 1 AutoVu™ mobile system connection to Security Center - 1 year.	\$200.00	\$200.00

Tax Total (0%) \$0.00

Total \$9,800.00



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

The below Terms of Sale are an integral part of this invoice.

Route1 Inc. ("Route1") is the parent company of operating subsidiaries Route 1 Security Corporation, Portable Computer Systems, Inc. doing business as PCS Mobile, SpyruS Solutions Inc., Group Mobile Int'l, LLC, DataSource Mobility, LLC and VetSource Mobility, LLC. (collectively the "Seller"). Each of these subsidiaries, as applicable, continue as valid parties to all agreements.

Payment to be made by ACH.

ACH Bank Information

Bank name: Zions Bancorporation, Na DbA Vectra

Routing Number: 102003154

Account Number: 5110013686

For additional information, please contact accountsreceivable@route1.com.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

SCHEDULE A

Item	Elemental	Comprehensive
Client Type	Existing Only	All
Workmanship Warranty	90 days	1 year
Included Configuration Hours	NA	12 hours
Annual account Review Meeting	NA	Yes
Remote Helpdesk Support Support Hours Authorized # of Contacts for Helpdesk Support Help Desk Responsiveness No. of Incidents per Month Issue Reporting via Phone Issue Reporting via Email	8 to 5 pm 1 Next Bus. Day Up to 3 NA Yes	8 to 5 pm 4 4 hours Up to 10 Yes Yes
On Site Support Annual Maintenance Visit (up to 10 vehicles / 20 fixed cameras) Upgrade to quarterly or monthly maintenance visit Guarantee for Emergency (additional costs apply)	NA NA NA	NA NA 10 days
Hardware Support Hot swap Inventory on Hand for Vehicle or Fixed Camera Loaner Hardware during RMA Process Timeframe, if Available RMA Processing Support and Tracking Hardware Inventory Management	NA NA NA NA	Extra Cost Yes Yes Yes
Software Support On Prem Only: Annual Server Upgrades (Once per year) On Prem Only: Genetec Advantage Premiums Included Patroller Software Upgrades (Remote) Workstation Upgrades after server upgrade (Remote) Notification of available upgrades	NA NA NA NA NA	Yes NA Yes Yes Yes
Pricing (all prices are annual)	Elemental	Comprehensive
Term	1 year	1 year
Base Price	\$3,600	\$6,000
Price per Mobile Camera	\$300 per camera	\$600 per camera
Price per Fixed Camera	\$300 per camera	\$600 per camera



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

SCHEDULE A (Continued)

Add-On Options

All prices are Annual	Elemental	Comprehensive
Additional Authorized Contacts	\$2,000 per	\$500 per
Increased Help Desk Response Time to a 4 hour response time	NA	Included
Increased Help Desk Response Time to a 30 minute response time	\$10,000	\$5,000
Additional No. of Incidents per month - five (5) incident pack	\$5,500	\$3,000
Annual On Site Maintenance Visit - per 10 vehicles / 20 fixed cameras	\$5,000	\$4,000
Annual Configuration Time - Additional 4 Hours	\$1,200	\$800
Upgraded Guarantee for Emergency On Site support to 5 days	\$10,000	\$5,000
Hot swap Inventory on Hand for Vehicle and/or Fixed Camera	\$20,000	\$10,000



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

Terms of Sale

Route1 Inc. ("Route1") is the parent company of operating subsidiaries Route 1 Security Corporation, Portable Computer Systems, Inc. doing business as PCS Mobile, Spyrus Solutions Inc., Group Mobile Int'l, LLC, DataSourceMobility, LLC and VetSourceMobility, LLC. (collectively the "Seller"). Each of these subsidiaries, as applicable, continue as valid parties to all agreements.

The submittal of a purchase order to the Seller by the customer referred to in the attached quote (the "Customer", "Client" or the "Buyer") referencing the Quote No. and the specifics from that Quote or a Customer Authorizing Party signature on the Quote, indicates acceptance of the below terms and conditions.

Please read these Terms of Sale (the "Terms of Sale") carefully.

Except where indicated otherwise, these terms and conditions shall supersede any subsequent terms or conditions included with any purchase order. The Seller reserves the right to make changes to these terms and conditions at any time. In the event that there is any conflict or inconsistency between these Terms of Sale and any other terms of sale or use, these Terms of Sale will govern.

1. Acceptance of Order

Buyer's placement of an order does not necessarily ensure that we will accept the Buyer's order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting Buyer's order, we may require additional information if Buyer has not provided all of the information required by the Seller to complete Buyer's order. Once a properly completed order is received, authorization of Buyer's form of payment is received and we have accepted Buyer's order, we will promptly place Buyer's order in line for shipment.

Once an order has been accepted by the Seller, it cannot typically be cancelled. If an order cancellation request is received and accepted by the Seller prior to product shipment, a 15% cancellation fee will apply.

2. Pricing and Availability

All prices for products (and the associated costs of shipping and tax) are shown in U.S. dollars. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if Buyer has already placed an order. All prices are subject to change without notice, and Buyer agrees that taxes may be adjusted from the amount shown on this quote. Several factors may cause this, such as variances between processor programs and changes in tax rates.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

3. Payment Terms and Credit Card Payments

If the Buyer requests credit from the Seller, the Buyer shall provide all financial information reasonably requested by the Seller from time to time for the sole purpose of establishing or continuing Buyer's credit limit. Buyer agrees that the Seller shall have the right to decline or extend credit to Buyer, and to require that the applicable purchase price be paid prior to shipment. The Seller shall have the right from time to time, without notice, to change or revoke Buyer's credit limit on the basis of changes in the Seller's credit policies or Buyer's financial condition and/or payment record.

If credit terms are not available to the Buyer, pre-payment may be made by ACH (EFT) or Wire Transfer. The Seller currently accepts Visa and MasterCard, as forms of credit card payment. By submitting Buyer's order and selecting to use a credit card as a form of payment, Buyer represents and warrants that Buyer is authorized to use the designated credit card and authorizes the Seller to charge Buyer's order (including taxes, shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, Buyer's order may be suspended or cancelled automatically. All credit card orders are subject to a 4% service charge. The Seller further reserves the right, in its sole discretion, to request partial payment from Buyer, prior to processing Buyer's order.

Buyer shall not deduct any amounts from any Seller invoice without the Seller's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by the Seller. Any authorized deductions for returned Products must include Buyer's customer tracking number and the Seller's Return Merchandise Authorization ("RMA") number. Deductions received by the Seller without advance notice will be denied.

If Buyer fails to make timely payment of any amount invoiced by the Seller, the Seller shall have the right, in addition to any and all other rights and remedies available to the Seller at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer. Buyer shall pay all costs of collection including reasonable attorneys' fees. A service charge of the greater of one and one-half percent (1½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due.

4. Partial Billing by the Seller

The Seller reserves the right to partially bill the Buyer for the portion of any line item or bundled price in an order if a material portion has been shipped, delivered or otherwise completed.

5. Shipping Terms and Policies

Delivery shall be made in accordance with the Seller's shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon the Seller tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible for filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed to by the Seller. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. The Seller will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings.

Buyer shall promptly notify the Seller, no later than 30 days from invoice date, of any claimed shortages



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery. The Seller shall not be liable for any shipment delays that affect the Seller or any of the Seller's suppliers, including but not limited to delays caused by unavailability or shortages of Products from the Seller's suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

6. On-Site Agreement Policy

Buyer has 24 hours from the date first agreed upon by both parties to cancel or reschedule without charge. Buyer agrees to pay the Seller a \$2,500 cancellation fee if the service dates requested are cancelled for any reason other than the Seller issuing the cancellation or Force Majeure.

A "Force Majeure" is defined as fire, explosion, accident, drought, storm, hail, earthquake, embargo, epidemic, act of God which has resulted in, or could reasonably be expected to result in the cancellation of the Seller's field services representative travel request.

7. Back Orders

If, for any reason, an item on Buyer's order is temporarily out of stock, the Seller will endeavor to back order that item for Buyer. Items on back order will be charged when the items are actually shipped, along with applicable taxes and shipping charges.

8. Return Policy – All Sales Final

All sales are final, except where otherwise agreed upon by Buyer and the Seller. Should the Seller, in its sole discretion, allow Buyer to return an item, the following return policy applies for that return:

- i. In order for the Seller to approve any product return, the product must not be opened or damaged, and in its original undamaged packaging. the Seller will not accept "open box" returns.
- ii. As the Seller sells specific project based manufactured and configured computers, accessories and electronic devices, unopened box returns also may be denied. The Seller cannot re-sell or return a computer that has been built to a Buyer's specifications.
- iii. Any and all product returns must be approved by the Seller, in the Seller's sole discretion, and a Return Merchandise Authorization ("RMA") number must be issued.
- iv. Approved returns must be made within 30 days of the delivery date.
- v. Approved returns will incur a 25% restocking fee.
- vi. Returns must be received within 15 days of the RMA number issuance.
- vii. The Buyer is responsible for all insurance and shipping charges associated with the return.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

- viii. All returns must be sent via UPS, Federal Express, or any other professional courier that provides a tracking number and proof of delivery.
- ix. If the returned product does not meet the requirements stated above, the product will be sent back to the customer "freight collect".
- x. Once the Seller has approved a return, Buyer's refund will be issued within 7 days, and Buyer will receive an email confirmation that Buyer's return is completed. Please note that, depending on Buyer's financial institution, it may take an additional 2-10 business days for the credit to post to Buyer's account.

9. Errors

the Seller attempts to be as accurate as possible. However, the Seller does not warrant that all product descriptions, photographs, pricing, or other information provided is accurate, complete, current, or error-free. In addition, all weights and size dimensions are approximate. If a product offered by the Seller is not as described or pictured, Buyer's sole remedy is to return it in an undamaged, unused condition for a refund, subject to the return policy herein. In the event of an error in an order confirmation, in processing an order, in delivering a product, or otherwise, we reserve the right to correct such error and revise Buyer's order accordingly, or to cancel the order and refund any amount charged. Buyer's sole remedy in the event of an error is, subject to the return policy herein, to cancel Buyer's order and obtain a refund.

10. Disclaimer of Warranty

SELLER PROVIDES NO WARRANTY TO ITS CUSTOMERS FOR ANY PRODUCTS SOLD. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET BUYER'S REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT BUYER'S USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER, A DEALER, AGENT, OR AFFILIATE SHALL CREATE A WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER, ITS AFFILIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PCS OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF PCS, ITS



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO BUYER FOR ALL DAMAGES EXCEED THE PRICE BUYER PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO BUYER.

IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

11. Manufacturer's Warranty

Warranties may be available directly from select manufacturers. Manufacturer information is subject to change without notice. Not all manufacturers for products which the Seller sells will offer manufacturers' warranties.

12. Confidentiality

The Seller and the Buyer agree to keep confidential all the terms of the Agreement, and any proprietary, trade secret or other information which the Seller or Buyer receives from the other in the performance of the Services under the Agreement, however, this shall not apply to information which is: (i) necessary to be disclosed to a third party in order to perform an Agreement; (ii) already known free of any restriction at the time it is obtained; (iii) subsequently learned from an independent third party free of restriction; (iv) is publicly available or (v) is required by law or court order to be disclosed.

13. Intellectual Property

The Seller grants to Buyer a limited, nonexclusive and nontransferable license to use the Seller's technology, equipment, software, information, copyrightable material, copyrights, trademarks, patents, data or other material (the "Intellectual Property") provided by the Seller in delivery of the Services.

Buyer may not copy or sublicense the Seller's Intellectual Property unless such rights are expressly granted in writing within the Agreement. The Seller owns or has a license or other right to use the Intellectual Property which is being distributed to the Buyer and the Seller reserves all rights to the Intellectual Property. Buyer hereby acknowledges that the Seller retains all right, title and interest in and to the copyrights, trademarks, patents and other intellectual property rights inherent or related in any way to the Intellectual Property provided. The Seller shall own all rights in any changes, enhancements, and modifications made by the Buyer to the Seller's Intellectual Property. Buyer agrees that neither it nor any of its employees or agents will contest or challenge the Seller's ownership or rights in its Intellectual Property, make or authorize any use of the Seller's Intellectual Property that is not consistent with the Agreement or these terms and conditions or modify or reproduce the content or substance of the Intellectual Property. See www.route1.com/terms-of-use/ for notice of the Seller's intellectual property.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

14. Waiver of Liability Relating to COVID-19

The installation of equipment, hardware or software by the Seller on the Buyer's site pursuant to the Agreement may require employees or contractors of the Seller to be present and in physical proximity to Buyer's employees, contractors, agents, customers, etc. Buyer understands that the Seller cannot prevent possible exposure to, contracting or spreading of COVID-19 by its employees or contractors. It is not possible to prevent the presence of COVID-19 and therefore if Buyer utilizes the Seller's onsite installation services, Buyer understands that it may be exposing its employees and others onsite to increased risk of contracting or spreading COVID-19.

By engaging in onsite Services, Buyer acknowledges and accepts the risk to its employees and others onsite of exposure to, contracting and/or spreading of COVID-19. The Buyer indemnifies the Seller against any claims arising out of exposure to, contracting and/or spreading of COVID-19 by virtue of the Seller's provision of onsite Services. The Buyer hereby forever releases and waives the right to bring suit against the Seller and its owners, officers, directors, managers, officials, agents, employees or other representatives in connection with the exposure, infection, and/or spread of COVID-19 related to the provision of onsite Services.

15. Support Contract as Applicable

The Seller offers three levels of support plans for license plate recognition customers: *Elemental*, *Comprehensive* and *Select*. The support plan's scope and specific terms are appended to the Seller's quote and or invoice.

(a) Warranty Term for Onsite Workmanship

The Seller guarantees its workmanship post application. The warranty term is found in your quote. This warranty extends to hardware installations performed by the Seller personnel. The Seller does not warranty any third-party equipment or software. The Seller will pass along the warranty it receives from the original equipment manufacturer or owner of the software.

(b) Server, Software, and Firmware Updates

As part of your support contract, the Seller may install critical software and firmware updates from manufacturers as required and when released. Critical updates will have priority, non-critical updates will be completed on an as needed basis and based on the terms of your support contract with the Seller.

(c) Remote Support Rapid Response

The Seller provides remote support to all clients. Depending on the plan, your authorized contacts are guaranteed a specified response time during the contracted support hours. Support is not available on weekends and holidays for elemental and comprehensive support plan clients.

(d) Number of Calls

The number incidents per month that your authorized contact(s) can make to our support team is defined in your quote.

(e) Annual Site Maintenance Visit

Defined in your quote.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

(f) **RMA Processing and Tracking**

Most original equipment manufacturers, including Genetec, require a certification in order to request an RMA. If an original equipment manufacturer's repair is required and depending on your service contract, the Seller will work with the original equipment manufacturer to create an RMA. Any original equipment manufacturer's costs related to the RMA such as damage or out of warranty repairs are the Buyer's responsibility. The Buyer requesting the RMA may also be responsible for shipping costs and processing fees, depending upon their service plan. Based on your service plan, the Seller will track your RMA to ensure its timely completion and the return of your equipment. Any costs associated with an on-site visit related to an RMA are not included in our support plans.

(g) **Camera Type**

Most organizations charge extra depending on the type of camera(s) you deploy. We do not.

(h) **Authorized Contacts**

The Seller is a security-first organization that serves clients such as the U.S. Department of Defense. We want to validate that we're only working with "authorized" personnel from your organization in order to protect our interests and yours. Because of this, you are required to name specific people who are authorized to work with us on your behalf.

(i) **Annual Configuration Time**

Some support plans include a certain number of configuration hours. Configuration time allows our experts to make changes to your system throughout the year for you so you don't have to. This can also include creating reports. Configuration hours are not bankable so any unused hours expire at the end of each one-year term.

(j) **Price Per Additional Configuration Hour**

All additional configuration hours must be purchased in blocks of four (4) hours at the rate associated with your plan. Your plan locks your costs in at a lower rate for the duration of your support agreement.

(k) **Client Support Hours**

Our support team is staffed to meet your needs during the hours stated in your plan.

(l) **Emergency Responsiveness**

Emergency responsiveness is our guarantee of how quickly we will schedule someone to come onsite when needed. All days are business days and do not include weekends or holidays. Costs associated with emergency onsite visits such as travel, meals, lodging and the Seller personnel charges are not included in our support plans. Emergency onsite visits will be performed on a time and material basis and will require a purchase order prior to scheduling. However, you will always be entitled to have the visit scheduled within the maximum period prescribed by your support plan.

An "Emergency" is any incident or problem that severely impacts your operation and has gone through our remote support protocols and that has been determined by the Seller that it cannot be fixed outside of an onsite visit. The actual countdown to onsite service cannot begin until all equipment required for the response is in hand including RMAs and other equipment that is that is not manufactured by the Seller.

Our onsite visit is dependent on vendors and manufacturers' response time, availability of hardware, and the client's availability and ability to provide us with access to the location of the ALPR deployment at their site.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

(m) **Hot-swap Inventory on Hand**

For our clients on Select Plans, the Seller will maintain materials on hand for emergency replacement. The Buyer is responsible for purchasing the hot-swap inventory. Additional installation fees may apply as required.

16. Privacy

Please refer to the Seller's Privacy Statement, available at www.route1.com/privacy-policy for information about how the Seller collects, uses, and discloses personal information from users of the site.

17. Dispute Resolution and Binding Arbitration

BUYER AND SELLER AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT BUYER WOULD HAVE IF BUYER WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims, between Buyer and either the Seller, its agents, employees, successors, assigns, direct and indirect subsidiaries, or any third party providing any products or services to Buyer in connection with Buyer's purchase arising from or relating in any way to Buyer's purchase of products, these Terms of Sale, their interpretation, or the breach, termination, or validity thereof, the relationships which result from these Terms of Sale (including relationships with third parties who are not signatories to these Terms of Sale), the Seller's advertising, or any related purchase, shall be resolved exclusively and finally by binding arbitration. The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision of the Terms of Sale is void, voidable, or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Notwithstanding the foregoing, Buyer may assert claims in a small claims court if Buyer's claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Sale.

Buyer agrees to an arbitration on an individual basis. In any dispute, NEITHER BUYER NOR SELLER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration clause is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

&The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, www.adr.org; JAMS, (800) 352-5267, www.jamsadr.com.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite #202
Scottsdale AZ 85258
United States

Renewal Invoice

#684

10/17/2023

18. Applicable Law and Jurisdiction

This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Buyer is responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

19. Export Controls

Certain the Seller products may be subject to export controls imposed by the United States of America, and may not be exported or re-exported: (a) into (or to a national or resident of) any country to which the United States of America has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, or Venezuela; (b) to everyone on the U.S. Treasury Department's Specially Designated Nationals list, or (c) the U.S. Commerce Department's Table of Denial Orders (collectively, the "Prohibited Countries"). By purchasing any the Seller product, Buyer represents and warrants that Buyer is not located in any Prohibited Country, that Buyer is not under the control of any Prohibited Country, or that Buyer is not a national or resident of any Prohibited Country.

20. Severability

If any provision of these Terms of use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions.