



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 23, 2021 at 5:15 PM**
Location: **City Hall (407 Grant Street) - Council Chambers**
Members: Lisa Rasmussen, Michael Martens, Dawn Herbst, Deb Ryan, Sarah Watson

AGENDA ITEMS

- 1 Minutes of the previous meeting(s): (11/09/21)
- 2 Discussion and possible action regarding approving 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, 2022 through December 31, 2023
- 3 Discussion and possible action regarding Adoption of 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, 2022 through December 31, 2022
- 4 Discussion and possible action regarding Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2022 through December 31, 2022
- 5 Discussion and possible action on approving Master Agreement between Short Elliott Hendrickson and the City of Wausau for engineering consulting services
- 6 Discussion and possible action regarding 2022 fee schedule
- 7 Discussion and Possible Action Amending Employee Handbook 8.04 – Vacation
- 8 Discussion and Possible Action Amending the Part-Time, Temporary and Seasonal Pay Schedule
- 9 Discussion and Possible Action Approving a One-Time Lump sum Bonus to Designated Non-Represented Employees

Adjourn

Lisa Rasmussen, Chairperson

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the abovementioned meeting to gather information. No action will be taken by any such groups.

This meeting is being held in person and via teleconference. The lines of those public members monitoring the meeting by phone will be muted during the meeting. Members of the media and the public may attend in person or by calling **1-408-418-9388**.

The Access Code is: 2488 513 6983 Password: wausau1

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

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 11/18/21 at 3:30 PM

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

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

FINANCE COMMITTEE

Date and Time: Tuesday, November 9, 2021 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Dawn Herbst, Sarah Watson, Michael Martens, and Deb Ryan (*arrived late*)

Others Present: Maryanne Groat, Emily Ley, Anne Jacobson, Bob Barteck, Eric Lindman, Liz Brodek, Katie Rosenberg, Rick Rubow, Ben Bliven, Jamie Polley, Toni Vanderboom, Mary Goede

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

Minutes of the previous meeting(s): (10/14/21, 10/20/21, 10/26/21)

Motion by Watson, second by Herbst to approve the minutes of the previous meeting (10/14/21, 10/20/21, 10/26/21). Motion carried 4-0.

Discussion and action on a budget transfer to complete an Intersection Screening Report for HSIP funding grant applications

Eric Lindman explained HSIP is Highway Safety Improvement Program through the State which is 90% grant and 10% match from the city. He noted this was how we improved the intersections on Scott Street and TADI, Traffic Analysis & Design, is the engineering firm we used. He indicated they hired TADI to look at up to an additional 15 intersections throughout the city to see which ones would be feasible for applying for this grant. He stated the cost is just over \$19,000 for them to review and write up the grants. Rasmussen stated there are funds in the Curb & Gutter account that can be used for this cost.

Motion by Watson, second by Martens to approve the transfer. Motion carried 4-0.

Discussion and possible action regarding the 2022 Budget.

Maryanne Groat stated we have received the apportionments from the two school districts as well as NTC. She indicated she received some preliminary numbers from Marathon County, but we are still waiting on the school tax credit, the Homestead credit, and the First Dollar credit. Based on the information received to date she expected both the Wausau School District and the D.C. Everest School District properties within the city to see a tax rate decrease. She anticipated the tax rate to decrease about \$0.30, depending on the school tax credit. Groat stated there is also the correction in the equalized value after estimates were used last year during the revaluation that is basically having the city's portion of these school, county, and technical college taxes being owed by city parcels. The amount of taxes that we are apportioning to each parcel is going down.

Motion by Watson, second by Herbst to approve the 2022 Budget. Motion carried 4-0.

Discussion and possible action regarding resolution opposing new assessment laws

Rick Rubow, City Assessor, explained there are two bills in Madison, Senate Bill 630 and Assembly Bill 610. He noted Assembly Bill 610 was amended on October 15th to remove some of the bad language in the original bill, but it still is not a good law for the city and taxpayers. He felt the main focus should be on Senate Bill 630 because that is the full bill without any amendments. He explained we could potentially see a huge class shift if we are no longer allowed to value property using the income approach. Most of the city's commercial property is valued this way and it is how businesses buy and sell property based on the income stream that the property can produce. If we are no longer allowed to use the income approach, we are going to see a huge decrease in our commercial valuation, which will then have to be picked up by the other taxpayers or the other classes of property. The residential class, agricultural class, forest lands, etc., would have to pick up that commercial loss. He estimated for the City of Wausau, this could mean an almost \$1,100 - \$1,200 increase in the tax bill to the residential taxpayer. He also believed there would be a ripple effect to the equalization process the state uses to determine how much apportionment other townships are going to pay. If big municipalities lose their commercial tax base it is going to lower the tax burden overall for Marathon County and the other municipalities within the county will have to pick up that burden.

Rasmussen commented we have time to communicate with our state lawmakers and to tell them this is not the approach to use which would balance the revenue stream on the backs of homeowners. *Discussion followed.*

Motion by Herbst, second by Martens to draft a resolution opposing both Assembly Bill 610 and Senate Bill 630 and forward to Council. Motion carried 4-0.

Discussion and possible action regarding budget modification for new freezer Police Department

Rasmussen explained the transfer would come from Patrol Wages for \$4,295 to Other Machinery and Equipment. The current evidence freezer has malfunctioned and requires replacement.

Motion by Watson, second by Martens to approve the transfer. Motion carried 4-0.

(Deb Ryan entered the meeting at 5:30 pm.)

Discussion and possible action regarding the State of Wisconsin Neighborhood Investment Fund Program

Rasmussen stated at the Economic Development Committee last week they received an update on some grant applications that were to be submitted to this program. She noted this is new funding and there were a number of projects the staff wants to apply for. The reason this is before Finance Committee is to allow for a little more public facing discussion on what the program is and what is being applied for. She commented there has been some misunderstanding and miscommunication in the public that the only item set to be applied for is a bridge for the WOZ project that connects the open space with the Riverwalk. She stated there are other projects to discuss, but there isn't any action for Finance Committee to take.

Rasmussen explained the State of Wisconsin is taking applications from cities all over and ranks them according to their qualification criteria and decides which projects are fundable, worthy, and qualified. She pointed out this grant application does not have a local match. Grant applications that can only increase your revenue and decrease your expenses are applied for by staff and if they are awarded, we then later vote to accept the funding. The only time we vote on a grant in advance of applying is if we must approve a match and budget for it.

Groat explained similar to how the city received entitlement of ARPA funds, the state did as well and created several programs to meet needs within the state they felt appropriate. This grant program is known as the Neighborhood Investment Fund and was released on September 30th with a very short application period that has been extended from the initial November 4th deadline to November 11th. The state is going to award up to \$200 million in grants to cities, counties, and tribal entities. The projects must be between \$1 million and \$15 million. Projects of less than \$1 million cannot be bundled together to meet the \$1 million threshold. More than one application can be submitted, but each application has to be at least \$1 million and the total available to any one community is \$15 million. The awards will be provided on a competitive basis and the expenses must be incurred between March 2021 and December 31, 2024, and the project must be completed by December 31, 2024. The expenses must comply with the American Rescue Plan provisions. The rules are to target areas that are in qualified census tracts and if the project is within a qualified census tract it is presumed to meet the eligibility requirements that it is benefiting disproportionately impacted individuals by the pandemic.

Groat stated the documents provided examples of eligible projects, such as innovation centers, workforce housing initiatives, transit solutions, childcare initiatives, and public space development. They anticipate awarding the grant funds in December 2021. Groat noted this does not deplete the city's ARPA funds or prevent other applications. She commented the state is going to give away \$200 million and if we don't apply for it, it will go to another community. She encouraged the Council to think broadly and maximize the usage.

Liz Brodek, ED Director, explained there were three projects they were considering applying for to max out the \$15 million available. One of the projects is for the mall redevelopment site for approximately \$11.7 million, to include the pedestrian bridge, the streets and street infrastructure, including water, sewer, and stormwater. The second project is to assist the Community Partners Campus for \$1.5 million, to fund some construction costs and pay off their loan to the CDA. The third project, if Gorman is selected for the Westside Battery RFP response, would be submitted for \$1.76 million which is their gap financing that they would otherwise look to TID funds for assistance. Gorman is proposing a 50-unit workforce housing initiative.

Rasmussen stated the Community Partners Campus is a local project that brings together a volume of non-profit organization with the express goal of reducing homelessness in the community. The Gorman Project is exclusively low-income housing affordable rent apartments.

Rasmussen stated the pedestrian bridge is a public space project meant to connect public spaces. She stated part of the goal of park projects in general is being able to improve public spaces to get people outside and active. The area would eventually hold an open public market with the Riverwalk. Brodek stated it is both about stimulating

economic development and providing that public space. The program talks about a significant transformational project that helps a neighborhood recover from the negative effects of the Covid pandemic and provide long term benefits to the neighborhood. The goal of this particular neighborhood investment fund is to enable high impact projects that need significant up-front investments to achieve long term goals. The most successful criteria are shovel ready, increasing the tax base and public/private partnerships. She pointed out the mall redevelopment space encapsulates both the pedestrian bridge and the street infrastructure. She noted street infrastructure by themselves are ineligible as projects, but when combined with a broader application, as this is, then they are eligible. This particular street construction is meant to be an outdoor space. Groat added that it is in a qualified census tract which will garner points, as well. Rasmussen felt that given the timeline on the submissions, there is not time to propose, vet, and plan new projects.

Brodek pointed out that WOZ received calls from folks higher up at the WEDC that encouraged them to apply specifically for the pedestrian bridge and the streets in the mall redevelopment site, indicating it was well qualified for this grant.

Lengthy discussion followed and can be accessed online: <https://www.youtube.com/watch?v=F94YcP79CFc>

Discussion and possible action regarding September 2021 financial report

Groat stated things are proceeding as reported in the past and looking good for 2021. *(The full report can be found in the packet on the website.)*

Adjourn

Motion by Herbst, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:20 pm.



WAUSAU

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excellence in policing

Memorandum

From: Lt. Melinda Pauls, Police Department
To: Finance Committee
Date: November 15, 2021
Re: Renewal of Held for Cause Services Agreement with HSMC

Purpose:

Requesting renewal of the two year Held for Cause Services Agreement 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
2022-2023	\$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, 2022** and this term shall expire **December 31, 2023**. 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	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, _____, 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

 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: Lt. Melinda Pauls, Police Department

To: Finance Committee

Date: November 15, 2021

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

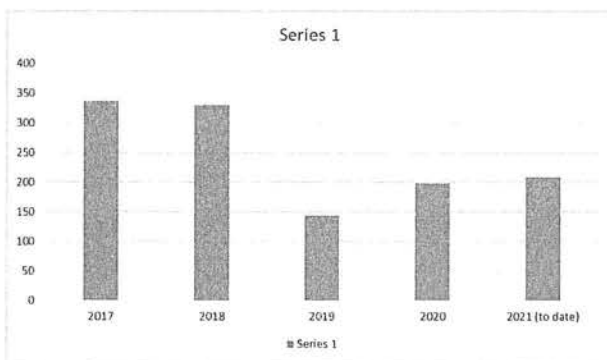
Purpose:

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 2022 agreement is for 250 non-dog strays, a change from 270 non-dog strays in 2021 contract. A five-year average of city of Wausau non-dog stray numbers averaged 243. If less than 250 non-dog strays are brought in during the 2022 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 2020 Return to Owner credits of \$1070.00) for a NET contract amount of \$45,180 for 2022. 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 2022 - \$46,250 for the contract, for up to 250 non-dog strays LESS 2020 Return To Owner credits of \$1070 for a NET contract amount of \$45,180 for 2022.

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 2021 contract price of \$45,180 shall be due and paid in full on or before January 30, 2022.

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 2022 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, 2022 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2023.

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 2019, there were 29 cats that qualified for a credit of \$1,070 in "Return To Owner" fees for WAUSAU. **THE TOTAL CREDIT TO BE APPLIED TO CY2022 FOR 2020 RETURN TO OWNER ANIMALS IS \$1,070.**

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, 2022 through December 31, 2022. 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 entities 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

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, _____, 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 Leitemann, 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
Executive Director, HSMC

Date

MARY TUBBS
President Board of Directors, HSMC

Date _____

FOR MUNICIPALITY:

KATIE ROSENBERG Date
Mayor, MUNICIPALITY Contract Administrator

City Clerk _____ Date _____



WAUSAU

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

Memorandum

From: Lt. Melinda Pauls, Police Department

To: Finance Committee

Date: November 15, 2021

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, 2022, 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, 2022 ("Commencement Date") and terminate on December 31, 2022 ("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, 2022 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

, City Clerk

Mark Malone, 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

Nathan Miller
Assistant City Attorney

STAFF MEMO

TO: Mayor Katie Rosenberg
Finance Committee Members
Common Council Members

FROM: Anne Jacobson, City Attorney

RE: Master Agreement for Professional Services between the City of Wausau and Short-Elliott-Hendrickson Incorporated

DATE: November 17, 2021

Purpose: The purpose of this memo is to recommend approval of a Master Agreement for Professional Services with Short-Elliott-Hendrickson Incorporated ("SEH"), which details the General Terms and Conditions applying to services provided by them to the City. Individual projects are detailed in Supplemental Letter Agreements ("SLAs"), which contain the description and scope of the project, schedule, and cost and payment terms. SEH has also submitted an SLA, dated September 13, 2021, authorizing telecommunication review and inspection for Sprint – TMO Sprint Keep West Ave WT – SEH #163087, between the City and the Consultant.

Background: In reviewing the SLA, it referenced incorporating the Master Agreement effective October 25, 2016. I needed to review the terms and conditions.

In 2016, the City released a Request for Proposal for professional engineering services for the McClellan Skyway and connecting stair elevator tower, after being directed by the Finance Committee to do so. The City received five (5) responses. They were scored and the minutes reflect that staff recommended selection of SEH.

On August 9, 2016, the Finance Committee recommended a budget modification for Skywalk Architect and Engineering Services with SEH.

On September 13, 2016, the Common Council authorized and directed the budget be modified by increasing the Parking and Utilities Infrastructure account by \$195,000 and publish the transfer in the official newspaper.

The Master Agreement for Professional Services, presented by SEH, was executed by both parties and made effective October 26, 2016.

At least four drafts, one executed by the Utility, of SLAs were prepared by SEH for the years 2017-2020 for Telecom Services, to assist the Utility in reviewing applications to locate equipment on a City water tower.

The water utility commission, at its May 2, 2017, meeting discussed amendments to its water tower lease agreements with cell providers and approved a "service agreement amendment" (or SLA) to the Master Agreement between SEH and the City.

Analysis: The City's Procurement Policy then in effect remains unchanged today, with respect to purchases of professional services and contract authorization. The relevant portions are as follows: The purchase of professional services requires "a formal Request for Proposal . . . to solicit vendor responses, if it is estimated that the service being solicited has a total cost of over \$25,000." If the fiscal impact noted on the Resolution and the budget modification being sought was \$195,000, it was appropriate to solicit proposals. I did not see a separate SLA for the Skyway project, and do not know the costs associated with that project of SEH.

"Service contracts or agreements *should* be reviewed by the City Attorney and placed on file with the City Clerk." "The City Attorney *shall* approve the contract as to form and the City Clerk shall attest to the Mayor's signature."

BUDGET "All purchases shall be made in accordance with the budget approved by the Common Council." It was appropriate to seek a budget modification from that previously approved by the Council to fund this account to pay for these professional services. However, approval of a published budget modification does not allow the City to incur legal obligations associated with contractual provisions without separate approval. Because the purchase is approved does not mean the contract itself is approved.

CONTRACT AUTHORIZATION "The Mayor is authorized to enter into contracts on behalf of the City *without additional* council approval if the contracts meet the following criteria:

2. Purchase of Services – The City may contract for the purchase of services without Council resolution when the following conditions have been met:

- a) The funds for services are included in the approved City budget.
- b) The procurement [purchase] for services complies with the procurement policy.
- c) The City Attorney has reviewed and approved the form of the contract.
- d) The contract complies with other laws, resolutions and ordinances.
- e) The contract term meets one of the following criteria:
 - 1. The contract is for a period of one year or less; or
 - 2. The contract is for a specific project;
 - 3. The contract is for a period of not more than three years and the annual average cost of the services does not exceed \$25,000.

Conclusion: Assuming the utility (City) will continue to contract and use SEH for Telecom Services, and the Master Agreement is approved -- then, in compliance with the procurement policy, as long as the

funds are included in the budget for such purchases, no additional Council approval would be necessary for the Mayor to sign the SLAs, assuming the *purchase*, depending upon the cost, complies with the procurement policy (under \$25,000 does not require an RFP) and the other conditions cited above are met. I would not anticipate this to be a problem since the SLAs are reviewed by the utility for description of project scope; the cost for the 2021 SLA is \$10,500; the SLAs are prepared for specific projects and are for a year or less.

I do believe it is necessary, however, because it is a Master Agreement, containing all the legal terms and conditions applying to all subsequent SLAs for individual projects, that the Council approve that contract.

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of October 25, 2016 between City of Wausau, Wisconsin ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

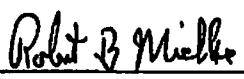
By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

City of Wausau, Wisconsin

By: 
Steven L. Peterson
Title: Principal

By: 
Robert B. Mielke
Title: Mayor

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General Conditions of the Agreement for Professional Services

SECTION I - SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II - CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III - PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



73905

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

(IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - 952-242-3100 Wells Fargo Insurance Services USA, Inc. 400 Highway 169 South St. Louis Park, MN 55426	CONTACT NAME: Amy Bond PHONE (A/C No. Ext): 952-242-3141 E-MAIL ADDRESS: Amy.Bond2@wellsfargo.com FAX (A/C No):																					
INSURED Short-Elliott-Hendrickson, Inc. 3535 Vadnals Center Drive St. Paul, MN 55110	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B:</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C:</td><td>Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Insurance Company	35289	INSURER B:	Continental Casualty Company	20443	INSURER C:	Valley Forge Insurance Company	20508	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER: 11104936****REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6043204088	10/1/2016	10/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>600,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>16,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	600,000	MED EXP (Any one person)	\$	16,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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	\$																											
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6043204083	10/01/16	10/01/17	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																										
BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6011730036	10/01/16	10/01/17	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>8,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>8,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	8,000,000	AGGREGATE	\$	8,000,000		\$													
EACH OCCURRENCE	\$	8,000,000																										
AGGREGATE	\$	8,000,000																										
	\$																											
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N		N/A	6043204116	10/01/16	10/01/17	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
☒ PER STATUTE ☐ OTHER																												
E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers are Additional Insured with regards to General Liability when required by written contract. Coverage is Primary and Non-Contributory when required by written contract.

Certificate holder is provided 60 days notice of cancellation in accordance with the terms and conditions of the general liability & automobile liability policies.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an Insured any person or organization whom the Named Insured is required by written contract to add as an additional insured on this coverage part, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an Insured only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. bodily injury, property damage, or personal and advertising injury caused in whole or in part by the acts or omissions by or on behalf of the Named Insured and in the performance of such Named Insured's ongoing operations as specified in such written contract; or
 2. bodily injury or property damage caused in whole or in part by your work and included in the products-completed operations hazard, and only if
 - a. the written contract requires the Named Insured to provide the additional insured such coverage; and
 - b. this coverage part provides such coverage.
 - B. bodily injury, property damage, or personal and advertising injury arising out of your work described in such written contract, but only if:
 1. this coverage part provides coverage for bodily injury or property damage included within the products completed operations hazard; and
 2. the written contract specifically requires the Named Insured to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- III. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by written

CNA75079XX (1-15)

Page 1 of 2

The Continental Insurance Co.

Insured Name: SHORT-ELLIOTT-HENDRICKSON, INC.

Policy No: 6043204066
Endorsement No: 8
Effective Date: 10/01/2016

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CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this Insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this coverage part;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the bodily injury or property damage; or
 2. the offense that caused the personal and advertising injuryfor which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (1-15)

Page 2 of 2

The Continental Insurance Co.

Insured Name: SHORT-ELLIOTT-HENDRICKSON, INC.

Policy No: 6043204066

Endorsement No: 8

Effective Date: 10/01/2016

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Wausau ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 25, 2016, this Supplemental Letter Agreement dated September 13, 2021 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Sprint – TMO Sprint Keep West Ave WT – SEH #163087**

Client's Authorized Representative: Scott Boers | Water Operations Superintendent
Address: Wausau Water Works
407 Grant Street, Wausau, WI 54403
Telephone: 715.261.7286 **email:** scott.boers@ci.wausau.wi.us

Project Manager: Dale Romsos
Address: 1701 West Knapp St, Suite B
Rice Lake, WI 54868
Telephone: 612.325.9995 **email:** dromsos@sehinc.com

Scope: The Basic Services to be provided by Consultant for each typical Telecom project application that the City receives:

TELECOMMUNICATION: REVIEW | INSPECTION

1. Review lease | lease amendment, site drawings, antenna information, and specifications. (2 iterations)
 - Consult with the Landlord and tenant representative, providing associated administration to confirm that the planned installation meets the Landlord requirements.
2. Review related structural and associated construction documents, calculations. (Part of Item No.1)
3. Conduct a preconstruction meeting with the contractor, subcontractors, and the Landlord prior to the commencement of construction to confirm that all parties understand the Landlord requirements and coordinate the construction schedule.
4. Perform site visits of installation work check for conformance with the approved plans, Utility requirements, and the pre-construction meeting minutes:
 - Provide observation of the applicable surface preparation and coating application to confirm compliance with the existing system and manufacturer's recommendations (3 trips to shop painting facility)
 - Provide observation of mechanically attached components (as applicable) and coaxial cable routing/line dressing in accordance with the approved plans; to be scheduled in cooperation with the contractor (3 site visits)
 - Include evidence of non-compliant items
 - Include approved and corrected installation/modification
 - As part of follow up from previous inspection
5. Perform final inspection of the installation in accordance with the Landlord's approved project plans and pre-construction meeting minutes, and develop, and distribute a punch list as applicable (Follow up inspections for punch list work are excluded, and represent *Additional Services*)
6. Complete a single 360 imaging of the final installation.

Please Note: The above scope reflects the level of effort associated with typical carrier site upgrades. (excl. field inspections associated with civil site work and weldments) This scope can be modified on a per project basis, as requested by the City, based on the level of effort required as applicable to the carrier's submitted plan set.

- Consultant employs **[JotForm]** as a real-time daily tracker of contractor site access and anticipated activities
- Consultant will track project milestones and remaining budget

Schedule: Upon your authorization we can begin this work immediately. For each individual project, it would be our intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven (7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

Payment: Consultant proposes to provide services as referenced in the scope above on an hourly basis including reimbursable expenses (reproductions, mileage, and daily vehicle allowance). Consultant estimates a fee of \$10,150.00 for a typical carrier upgrade in accordance with the Table below.

Task Description	Fee
Telecommunication: Review Inspection	
1. Documentation Review	\$1,800.00
2. Structural Review**	
3. Preconstruction Meeting	\$1,200.00
4. Project Closeout/ Site Admin.	\$1,600.00
5. Shop Painting Inspection	\$1,050.00
6. Field Inspection	\$2,900.00
7. Final Inspection	\$1,100.00
Subtotal	\$9,650.00
Additional Services Included in this Agreement	
360 Video	\$500.00 [Lump Sum]
Total	\$10,150.00
<i>*Additional Services:</i>	
· Plan Review Iterations	\$800.00
· Field Observation	\$1000.00 (Per visit)

*Note: Above fees for Additional Services are Lump Sum per Task representing services outside the scope of this agreement.

**Fee included with Documentation Review

Fee charges assume the project has been created by the tenant with experienced, diligent, and prepared telecommunication professionals prior to request and document transfer to the Client. Landlord encourages tenant to contact Consultant for site information and project criteria.

Should circumstances arise that require Additional Services on the part of Consultant staff, we will provide notification to the City of the services to be provided. Reference the table above for associated fees.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Summary: This letter proposal and Supplemental Letter Agreement represent the entire understanding between the Client and Consultant with respect to providing services for this project and may only be modified in writing signed by both parties.

Exhibit A-1
to Supplemental Agreement
Between City of Wausau (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 13, 2021

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90 percent of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10 percent of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

Transportation and travel expenses.

Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.

Lodging and meal expense connected with the Project.

Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.

Plots, Reports, plan and specification reproduction expenses.

Postage, handling and delivery.

Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.

Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.

All taxes levied on professional services and on reimbursable expenses.

Other special expenses required in connection with the Project.

The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10 percent markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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We appreciate this opportunity to be of service to the Client. Please do not hesitate to contact me directly at 612.325.9995 or dromsos@sehinc.com if you should have any questions or need additional information.

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Short Elliott Hendrickson Inc.

City of Wausau

By:



Jeff Naussbaum

Title:

Client Service Manager

By:

Title:



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: NOVEMBER 17, 2021

RE: 2022 FEE SCHEDULE

Attached is the proposed 2022 Fee Schedule. Departments have reviewed the fees and provided recommendations.

A few changes worth noting:

- Lot 18 is the Penney's catalog area. We would recommend this be permit only. Limited parking prevents the use of pay station parking.
- Lot 8 is located on River Drive. The City reduced the parking to \$5 per month to provide very affordable parking for downtown employees. Unfortunately, this rate structure did not work well. The lot is used primarily but camping trailers, RVs and vehicles that are using the lot for long term storage. We have received many complaints that the lot is unattractive. The revised parking rates should encourage other behavior. The City does provide \$5 parking on the top level of the Jefferson Ramp that is used by downtown employees and residents.
- Retail liquor licenses – restaurants and bars continue to be negatively impacted by COVID 19 and social distancing limitations. We would recommend another year of discounted license fees.
- Digital data fees were recommended for elimination by GIS staff. GIS information is valuable to residents. By improving access to the data online it may reduce staff requests allowing for increased productivity.
- Inspections has proposed some changes which are also included.

The fees would be considered by the Common Council on December 14th and enacted for 2022.

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) (2022 Comprehensive Fee Schedule)

Committee Action: Approved

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

File Number: 21-1109

Date Introduced:

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 2022 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								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate		Historic Rate	
DEPARTMENT: AIRPORT								
T-hangars 1-10			\$88.97	2016	\$88.97			
T-hangars 12-15 & 17-19			\$118.60	2016	\$118.60			
T-hangar 11, 16, 20			\$133.44	2016	\$133.44			
T-hangars 21 & 30			\$148.26	2016	\$148.26			
T-hangars 22-24 & 27-29			\$129.75	2016	\$129.75			
T-hangars 25 & 26			\$177.91	2016	\$177.91			
T-hangars 31 & 40			\$155.57	2016	\$155.57			
T-hangars 32-34 & 37-39			\$137.73	2016	\$137.73			
T-hangars 35 & 36			\$188.79	2016	\$188.79			
DEPARTMENT: ASSESSMENT								
Open Records Request per page Black and White		Attorney General Opinion	\$0.035	2020	\$0.035			
Open Records Request per page - Color		Attorney General Opinion	\$0.0039	2020	\$0.0039			
Copies of Property Record Cards			\$1.00	2009	\$1.00			
DEPARTMENT: ATTORNEYS								
DVD copies of traffic stops			\$5.00		\$5.00			
DEPARTMENT: COMMUNITY DEVELOPMENT								
TID Application			\$1,000.00	unknown	\$1,000.00			
Development Agreement Amendment			\$500.00	new	\$500.00			
DEPARTMENT: ENGINEERING/PLANNING/GIS/PUBLIC WORKS								
SPECIAL ASSESSMENTS								
Street Improvement Projects			\$42.00	2016	\$42.00			
Drive Approach			Actual cost		Actual cost			
Sidewalk			25% of Actual Cost		25% of Actual Cost			
Sewer			Actual cost		Actual cost			
Water			Actual cost		Actual cost			
PERMIT								
Drive Approach			\$25.00	2014	\$30.00			
Street Privilege Permits			\$75.00	2014	\$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		\$25.00 per lot			
Note: No fees shall exceed \$500			\$150 per site + \$25 per acre > 1 acre		\$150 per site + \$25 per acre > 1 acre			
PARKING								
McClellan Ramp 1 - 530 N 2nd Street								
Parking 7 days per week; 24 hours per day			Permit: Monthly = \$38 Annual \$418	2018	Permit: Monthly = \$38 Annual \$418			
Hours of Operation 8AM-6PM Monday - Friday				2019				
Overnight Parking Allowed								
Jefferson Ramp 2 - 425 N 1st Street								
Parking 7 days per week; 24 hours per day			Permit: Monthly Levels 3-6 = \$38 Annual \$418	2019	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								

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate		Historic Rate	
Parking 7 days per week; 24 hours per day			Permit: Monthly=\$38, Annual \$418	2009	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	2009	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	2019	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	2019	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	2019	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								
Parking 7 days per week; 24 hours per day			Permit : Monthly = \$5 Annual \$55	2018	Permit : Monthly = \$15 Annual \$165 Passenger cars and pickup trucks			
Hours of Operation 8AM-6PM Monday - Friday			Meters = \$.20 per hour		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	2018	Permit : Monthly = \$25 Annual \$275			
Hours of Operation 8AM-6PM Monday - Friday			0-2 Hours = No charge with Plate Registration	2019	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	2018	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	2018	Permit: Monthly = \$33 Annual \$363			
Permit Parking Only - 8AM-6PM Monday - Friday								

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate		Historic Rate	
Jefferson Street Inn/Federal Bldg. Lot 17								
Parking 7 days per week; 24 hours per day			0-2 Hours = No charge with Plate Registration	2019	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				2018				
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			Meters = \$.50 per hour		Permit: Monthly=\$38, Annual \$418			
Hours of Operation 8AM-6PM Monday - Friday			30 minute free parking					
Scott Street Lot 20								
Parking 7 days per week; 6AM - 2:30AM			Permit: Monthly = \$38 Annual \$418	2019	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			
Contractor Downtown Street Parking Permit			\$10.00 Daily Rate	2020	\$10.00 Daily Rate			
GIS MAP FEES								
Digital Data (per quarter section)			\$29.50	2020	\$29.50			
Digital Photography (per quarter section)			\$34.75	2020	\$34.75			
Digital Photography/Orthophotography (per section, TIFF format)			\$139.00	2020	\$139.00			
Color Official City Map (36"x56")			\$11.40	2020	\$11.40			
Color Annexation Map (36"x56")			\$11.40	2020	\$11.40			
Color Zoning Map (36"x56")			\$11.40	2020	\$11.40			
Color Aldermanic District Map (36"x56")			\$11.40	2020	\$11.40			
Black and White Official City Map (36"x56")			\$7.20	2020	\$7.20			
MISCELLANEOUS FEES & PERMITS								
Block Party Permit			\$31.50	2016	\$31.50			
Weed Trimming (Private Residence) Minimum Charge			\$108.12	2016	\$108.12			
Snow Removal (Private Residence) Minimum Charge			\$94.44	2016	\$94.44			
Snow Removal (Downtown) per foot			Actual Costs	2020	Actual Costs			
Yard Waste Permit for Contractors			\$250.00	2021	\$250.00			
Steaming Private Laterals			\$126.98	2016	\$126.98			
DEPARTMENT: FINANCE								
NSF Check Return Charge			\$45.00	11/09/2010	\$45.00			
Photo Copies per page - color			\$0.04	01/29/2020	\$0.04			
Photo Copies per page - black and white			\$0.0039	01/29/2020	\$0.0039			
Open Records Request - CD			\$15.00	11/09/2010	\$15.00			
Tax Exempt Biennial Report Fee			\$50.00	11/09/2010	\$50.00			
Special Assessment Exam Fee			\$75.00	2016	\$75.00			
Special Assessment Exam Fee - Rush Order			\$82.00	2016	\$82.00			
Amended Applications			\$10.50	2016	\$10.50			
PET/ANIMAL FEES		8.08						
Spayed/Neutered Dog or Cat			\$20.00	11/01/2013	\$20.00			
Microchip Discount			-\$8.00	2016	-\$8.00			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
Not Spayed/Neutered Dog or Cat			\$62.00	11/01/2013	\$62.00			
Dangerous Animal License			\$200.00	05/14/2007	\$200.00			
Dangerous Animal License Issued after July 1			\$100.00		\$100.00			
Annual Pet License Late Fee			\$5.00	2021	\$5.00			
Pet Fancier Permit			\$35.00	2014	\$35.00			
Chicken Permit Fee		8.08.012	\$35.00	07/18/2017	\$35.00			
Honey Bee Permit			\$20.00	2014	\$20.00			
Honey Bee Permit -Late Fee			Double the permit fee	2014	Double the permit fee			
Sale of live poultry or farm raised game birds at a marketplace		8.080.010(d)	\$25.00	2016	\$25.00			
ALCOHOLIC BEVERAGES/CIGARETTE LICENSES AND FEES								
Class A Beer Retailer			\$350.00	01/01/2004	\$350.00			
Class A Liquor Retailer		125.51(2)(d)	\$500.00	01/01/2004	\$500.00			
Class A Beer & Liquor Retailer			\$850.00	01/01/2004	\$850.00			
Class B Beer Retailer		125.26(3)	\$50.00	01/01/2004	\$50.00	\$100.00		
Class B Beer & Liquor Retailer		125.51(2)(D) & 125.26(3)	\$100.00	01/01/2004	\$100.00	\$600.00		
Class B Beer & Class C Wine			\$100.00	01/01/2006	\$100.00	\$200.00		
Class B Beer - Picnic		125.26(6)	\$10.00	01/01/1998	\$10.00			
Class C Wine		125.51(3m)(e)	\$50.00	01/01/2006	\$50.00	\$100.00		
Provisional Retail License		125.17(5)(c)	\$15.00	01/01/1998	\$15.00			
Reserve Class B Liquor Retailer License		125.51(3)(e)2	\$10,000.00	01/01/2004	\$10,000.00			
Tavern Entertainment License			\$250.00	01/01/2004	\$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	01/01/1998	\$10.00			
Alcohol Premise Transfer		(moving buildings)	\$10.00	01/01/1998	\$10.00			
Alcohol Premise Amendment			\$150.00		\$150.00			
Cigarette Sales		134.65(2)(a)	\$100.00	01/01/1998	\$100.00			
Alcoholic Beverage/Cigarette Application Late Filing Fee			\$50.00		\$50.00			
Bartender Fees								
1 Year Operator - New Applicant			\$70.00	01/01/2004	\$70.00			
1 Year Operator - Restricted			\$70.00	01/01/2004	\$70.00			
2 Year Operator - Renewal			\$110.00	01/01/2004	\$110.00			
2 Year Operator - Restricted			\$110.00	01/01/2004	\$110.00			
2 Year Operator - Lapsed (Within 2 licensing periods)			\$125.00	01/01/2004	\$125.00			
Operator License Duplicate			\$5.00	01/01/2004	\$5.00			
Temporary Operator -Event Bartender			\$10.00	01/01/1998	\$10.00			
TRANSIENT MERCHANT LICENSES								
Direct Seller - Cash/Surety Bond			\$0.00	01/01/1998	\$0.00			
Direct Seller Business Registration License 30 Days			\$50.00	01/01/1998	\$50.00			
Direct Seller Business Registration License 60 Days			\$100.00	01/01/1998	\$100.00			
Direct Seller Business Registration License 90 Days			\$150.00	01/01/1998	\$150.00			
Direct Seller Business Registration License 120 Days			\$200.00	01/01/1998	\$200.00			
Direct Seller- Employee Registration License 30 Days			\$25.00	05/22/2012	\$25.00			
Direct Seller - Employee Registration License 60 Days			\$50.00	05/22/2012	\$50.00			
Direct Seller - Employee Registration License 90 Days			\$75.00	05/22/2012	\$75.00			
Direct Seller - Employee Registration License 120 Days			\$100.00	05/22/2012	\$100.00			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
SECOND HAND DEALERS								
Second Hand Dealer - Article			\$225.00	05/22/2012	\$225.00			
Second Hand Dealer - Jewelry			\$225.00	05/22/2012	\$225.00			
Second Hand Dealer Mall/Flea Market License/Yr.			\$180.00	05/22/2012	\$180.00			
Second Hand Dealer Mall/Flea Market License/Day			\$55.00	05/22/2012	\$55.00			
Pawn Brokers License			\$225.00	05/22/2012	\$225.00			
Special Event Second Hand Dealer (mall or flea market)			\$55.00	05/22/2012	\$55.00			
Flea Market License			\$180.00	05/22/2012	\$180.00			
PUBLIC TRANSPORTATION								
Taxicab/Limo Transportation Companies			\$200.00	01/01/2004	\$200.00			
Taxicab/Limo Operator License - New & Renewal			\$50.00	01/01/2004	\$50.00			
Taxicab/Limo Operator License - Duplicate ID			\$10.00		\$10.00			
Commerical Quadricycle Business License Fee			\$200.00	11/14/2017	\$200.00			
Commerical Quadricycle Driver's License Fee			\$50.00	11/14/2017	\$50.00			
ESCORT AND ESCORT SERVICES		5.19						
Escort License Application Fee			\$500.00	2014	\$500.00			
Escort License Late Fee			\$1,000.00	2014	\$1,000.00			
Escort License Registration Fee for Operators, Employees and Independent Contractors			\$500.00	2014	\$500.00			
STREET VENDING								
Annual License			\$100.00	2013	\$100.00			
Semi Annual License			\$75.00	2013	\$75.00			
Special Youth Vending License		5.62.045	\$15.00	07/18/2017	\$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	01/01/2004	\$45.00			
Public exhibitions (per year)			\$200.00	01/01/2004	\$200.00			
Entertainment facility			\$475.00	09/22/2005	\$475.00			
Entertainment facility operator			\$45.00	09/22/2005	\$45.00			
Temporary entertainment facility			\$50.00	11/14/2004	\$50.00			
Amusement device distributor			\$250.00	01/01/2004	\$250.00			
Amusement devices (per unit)			\$40.00	01/01/2004	\$40.00			
Coin-operated music machines (per unit)			\$40.00		\$40.00			
Public dance hall			\$35.00	01/01/2004	\$35.00			
Teen dance hall			\$50.00	01/01/2004	\$50.00			
Private teen club			\$50.00	01/01/2004	\$50.00			
Theater			\$185.00	01/01/2004	\$185.00			
Adult-Oriented Establishments			\$600.00	01/01/2004	\$600.00			
Amended Application			\$250.00	01/01/2015	\$250.00			
Late Fee			\$100.00	01/01/2015	\$100.00			
SIDEWALK CAFÉ								
Initial permit application per location without alcohol expansion			\$45.00	2013	\$45.00			
Initial permit application per location with alcohol expansion			\$80.00	2013	\$80.00			
Renewal per location without alchohol expansion			\$20.00	2013	\$20.00			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
Renewal per location with alcohol expansion			\$40.00	2013	\$40.00			
SPECIAL EVENTS								
Category 1			\$200.00	01/01/2015	\$200.00			
Category 2			\$60.00	01/01/2015	\$60.00			
Category 3			\$40.00	01/01/2015	\$40.00			
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	01/01/2015	\$200.00			
Category 1			\$100.00	01/01/2015	\$100.00			
MISCELLANEOUS LICENSES AND PERMITS								
Christmas Tree Sales License			\$25.00	01/01/2004	\$25.00			
Sidewalk Layers License			\$600.00		\$600.00			
Horse-Drawn Carriage License			\$25.00	01/01/1998	\$25.00			
Bituminous Concrete License			\$60.00	01/01/2004	\$60.00			
Cement Contractors License			\$90.00	01/01/2004	\$90.00			
Electrical Contractors License			\$150.00	01/01/2009	\$150.00			
Garbage Haulers License			\$125.00	01/01/2004	\$125.00			
Newsrack Permit		5.61.050	\$40.00	01/01/2004	\$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	2007	\$35.00			
Variance w/position statement/no site visit			\$75.00	2007	\$75.00			
Variance w/o position statement/with a site visit			\$125.00	2007	\$125.00			
Fireworks/Pyrotechnics Permits			\$100.00	2014	\$100.00			
Fireworks/Pyrotechnics Standbys			\$300.00	2014	\$300.00			
Tent Permit			\$30.00	2014	\$30.00			
Controlled Burning Permit			\$250.00	2007	\$250.00			
Wood Fired Apparatus inspections			\$20.00	2006	\$20.00			
Recreational Burning Permit (5 years)			\$30.00	2014	\$30.00			
False Alarms: First Two False Alarm Calls			No Fee	2006	No Fee			
False Alarms: Third and Fourth False Alarms			\$60.00	2014	\$60.00			
False Alarms: Fifth thru Eighth False Alarms			\$400.00	2006	\$400.00			
False Alarms: Ninth and Subsequent Alarms			\$800.00	2006	\$800.00			
General Request Standby Fees (Dedicated)			\$500.00	Never Done	\$500.00			
General Request Standby Fees (On-Duty)			\$100.00	Never Done	\$100.00			
Professional Sports Standby (Dedicated)			\$500.00	Never Done	\$500.00			
Professional Sports Standby (On-Duty)			\$100.00	Never Done	\$100.00			
School Event Standbys (On-Duty)			\$50.00	Never Done	\$50.00			
School Event Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Church Sponsored Event Inspections			\$25.00	Never Done	\$25.00			
Church Sponsored Event Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Church Sponsored Event Standbys (On-Duty)			\$100.00	Never Done	\$100.00			
City Sponsored Events Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
City Sponsored Events Standbys (On-Duty)			\$50.00	Never Done	\$50.00			
Private Events Standbys (Dedicated)			\$500.00	Never Done	\$500.00			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
Private Events Standbys (On-Duty)			\$75.00	Never Done	\$75.00			
Large Special Events Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Large Special Events Standbys (On-Duty)			\$300.00	Never Done	\$300.00			
Confined Space Entry Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Confined Space Entry Standbys (On-Duty)			\$50.00	2006	\$50.00			
Other City Department Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Ambulance Standby			\$106.00		\$106.00			
Engine Standby			\$150.00		\$150.00			
Tank Removal Permit Fee			\$100.00	2009	\$100.00			
Tank Removal/Installation Fee								
Training classes			\$50.00	2014	\$50.00			
Transport to Health Care Facility			\$100.00	2014	\$100.00			
Transport Surcharge for Bariatric Patients			\$50.00	2014	\$50.00			
Inspection Fees								
Initial Inspection Fee			\$0.00	2017	\$0.00			
1 st Re-inspection			\$0.00	2017	\$0.00			
2 nd Re-inspection			\$30.00	2017	\$30.00			
3 rd Re-inspection			\$60.00	2017	\$60.00			
4 th Re-inspection			\$90.00	2017	\$90.00			
5 th Re-inspection			\$120.00	2017	\$120.00			
6 th Re-inspection			\$150.00	2017	\$150.00			
Additional Re-inspections			\$150.00	2017	\$150.00			
EMS								
BLS Resident			\$900.00	2019	\$900.00			
BLS - Non Resident			\$1,050.00	2019	\$1,050.00			
ALS1 - Resident			\$1,075.00	2019	\$1,075.00			
ALS1 - Nonresident			\$1,225.00	2019	\$1,225.00			
ALS2 - Resident			\$1,475.00	2019	\$1,475.00			
ALS2 - Nonresident			\$1,625.00	2019	\$1,625.00			
SCT Resident			\$1,475.00	2019	\$1,475.00			
SCT Nonresident			\$1,625.00	2019	\$1,625.00			
Mileage - Resident			\$20.00	2011	\$20.00			
Mileage - Nonresident			\$20.00	2011	\$20.00			
Supplies			bundled in base rates		bundled in base rates			
Oxygen			\$75.00	2011	\$75.00			
Spinal Immobilization			\$155.00	2011	\$155.00			
BLS - On Scene Care -Resident			\$300.00	2011	\$300.00			
BLS - On Scene Care - Nonresident			\$375.00	2011	\$375.00			
ALS - On Scene Care			\$425.00	2019	\$425.00			
ALS On Scene Care - Nonresident			\$500.00	2019	\$500.00			
Lift Assist								
First two			\$0.00		\$0.00			
Each additional assist over two			\$275.00		\$275.00			
DEPARTMENT: PARKS/RECREATION/FORESTRY								
Administrative Fee			\$30.00	01/01/2018	\$30.00			
Administrative Fee for Contracts w/Insurance			\$30.00	01/01/2018	\$30.00			
Boat Launch - Annual Sticker			\$30.00	01/01/2018	\$30.00			
Boat Launch - Business Sticker			\$50.00	01/01/2014	\$50.00			
Boat Launch - Daily Pass			\$5.00	01/01/2017	\$6.00			
Boat Launch - Additional Sticker			\$10.00	01/01/2014	\$10.00			
Boat Launch - Replacement Sticker			\$10.00	01/01/2015	\$10.00			

CITY OF WAUSAU							
2022							
COMPREHENSIVE FEE SCHEDULE							
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate	
Violation Notice			\$50.00	01/01/2018	\$50.00		
Recreation 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.							
Pool Event			\$10.00	01/01/2019	\$10.00		
Tubing - Daily - Youth - Public			\$7.00	01/01/2019	\$7.50		
Tubing - Daily - Youth 4 Admissions			\$26.50	01/01/2019	\$28.50		
Tubing - Daily - Youth 8 Admissions			\$51.75	01/01/2019	\$55.50		
Tubing - Daily - Youth 12 Admissions			\$77.00	01/01/2019	\$82.50		
Tubing - Daily - Adult - Public			\$9.50	01/01/2019	\$10.00		
Tubing - Daily - Adult 4 Admissions			\$36.00	01/01/2019	\$38.00		
Tubing - Daily - Adult 8 Admissions			\$70.00	01/01/2019	\$73.50		
Tubing - Daily - Adult 12 Admissions			\$104.50	01/01/2019	\$110.00		
Tubing Private Rental - 1 Tow (Higher \$8 Youth and \$10.50 Adult Rates Apply)			\$450.00	01/01/2018	\$450.00		
Tubing Private Rental - 2 Tows (Higher \$8 Youth and \$10.50 Adult Rates Apply)			\$750.00	01/01/2018	\$750.00		
Swim - Junior Lifeguard Class Resident			\$39.00	01/01/2019	\$26.00		
Swim - Junior Lifeguard Class Non-Resident			\$47.50	01/01/2019	\$32.00		
Swim - Lifeguard Certification Class			\$150.00	01/01/2019	\$175.00		
Swim - Lifeguard Renewal Class			\$75.00	01/01/2018	\$75.00		
Swim - Lifeguard Instructor Review Class; fee waived if assisting instructor			\$0.00	01/01/2018	\$0.00		
Swim Lesson - Resident - Parent-Child			\$18.50	01/01/2019	\$12.50		
Swim Lesson - Resident - Pre-School			\$24.75	01/01/2019	\$16.50		
Swim Lesson - Resident - Levels 1-5			\$39.00	01/01/2019	\$26.00		
Swim Lessons - NonRes - Parent-Child			\$21.75	01/01/2019	\$14.50		
Swim Lessons - NonRes - Pre-School			\$30.00	01/01/2019	\$20.00		
Swim Lessons - NonRes - Levels 1-5			\$47.50	01/01/2019	\$31.75		
Swim Lessons Adult - Res (New offering in 2020)			\$32.00	01/01/2020	\$32.00		
Swim Lessons Adult - NonRes (New offering in 2020)			\$39.00	01/01/2020	\$39.00		
Water Exercise - Resident-Fall/Winter Session			\$45.00	01/01/2019	\$46.50		
Water Exercise - NonRes - Fall/Winter Session			\$57.00	01/01/2019	\$58.00		
Swim Season Pass - Holiday Rate (12/01/2021 - 12/30/2021)			15% discount		15% discount		
Swim Season Pass - Early Bird Rate (01/04/2022 - 4/15/2022)			10% discount		10% discount		
Swim Season Pass - Mid-Season Rate (7/15/2022 to end of season)			45% discount		45% discount		
Swim - Season Pass - Resident - Youth			\$30.00	01/01/2016	\$30.00		
Swim - Season Pass - Resident - Adult			\$45.00	01/01/2016	\$45.00		
Swim - Season Pass - Resident - Family (1st two members)			\$70.00	01/01/2016	\$70.00		
Swim - Season Pass - Resident - Family (each additional member)			\$10.00	01/01/2016	\$10.00		
Swim - Season Pass - NonResident - Youth			\$40.00	01/01/2016	\$40.00		
Swim - Season Pass - NonResident - Adult			\$60.00	01/01/2016	\$60.00		
Swim - Season Pass - NonResident - Family			\$95.00	01/01/2016	\$95.00		
Swim - Season Pass - NonResident - Family (each additional member)			\$15.00	01/01/2016	\$15.00		
Swim - Agency Pass			\$35.00	01/01/2017	\$35.00		
Swim - Agency Pass per visit Kaiser, Memorial & Schulenburg each person			\$1.00		\$1.00		
Fee to Replace Lost Pass (1st One is FREE)			\$2.00	01/01/2010	\$2.00		
Swim-Daily Admittance-Youth(1-17)-1p-7:50p Kaiser, Memorial, Schulenburg			\$2.00	01/01/2015	\$2.00		
Swim-Daily Admittance-Adult(18-59)-1p-7:50p Kaiser, Memorial, Schulenburg			\$3.00	01/01/2015	\$3.00		
Swim-Daily Admittance-Senior(60+)-1p-7:50p Kaiser, Memorial, Schulenburg			\$2.00	01/01/2015	\$2.00		
Swim-Daily Admittance-Youth(1-17)-6p-7:50p Kaiser, Memorial, Schulenburg			\$1.00	01/01/2015	\$1.00		
Swim-Daily Admittance-Adult(18-59)-6p-7:50p Kaiser, Memorial, Schulenburg			\$2.00	01/01/2015	\$2.00		
Swim-Daily Admittance-Senior(60+)-6p-7:50p Kaiser, Memorial, Schulenburg			\$1.00	01/01/2015	\$1.00		
Swim - Daily Admittance - Infants <1 - 1p-7:50p All pools			Free		Free		
Swim - Thursdays - Youth, Adult, Senior (60+) 6p-7:50p All pools			Free		Free		

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
Swim - Rotating Sundays - As advertised			Free		Free			
Swim - Mid-Way Free Day - As advertised			Free		Free			
Swim - Last Friday Free Day - As advertised			Free		Free			
Swim - Library Swim Day - As advertised			Free w/card		Free w/card			
Swimming Pool Rental no Waterslides			\$350.00	01/01/2018	\$350.00			
Swimming Pool Rental with Waterslides			\$400.00	01/01/2018	\$400.00			
Parks - Non-Exclusive Use - NonCommrc/day			\$153.00	01/01/2020	\$153.00			
Parks - Non-Exclusive Use - Commercial/day			\$314.00	01/01/2020	\$314.00			
Parks - Oak Island Shelter - NonCommrc/day			\$163.00	01/01/2020	\$163.00			
Parks - Oak Island Shelter - Commercial/day			\$339.00	01/01/2020	\$339.00			
Parks - PleasantView Shelter - NonComm/day			\$109.00	01/01/2020	\$109.00			
Parks - PleasantView Shelter-Commercial/day			\$220.00	01/01/2020	\$220.00			
Parks - Riverside Shelter-NonComm-1-200/day			\$242.00	01/01/2020	\$242.00			
Parks - Riverside Shelter - Comm - 1-200 /day			\$500.00	01/01/2020	\$500.00			
Parks - Riverside Shelter - NonComm - 201-300			\$402.00	01/01/2020	\$402.00			
Parks - Riverside Shelter - Comm - 201-300/day			\$833.00	01/01/2020	\$833.00			
Parks - Riverside Shelter - NonComm - 301-400			\$569.00	01/01/2020	\$569.00			
Parks - Riverside Shelter - Comm - 301-400/day			\$1,174.00	01/01/2020	\$1,174.00			
Parks - Riverside Shelter - Summr Mtg 1-50/ hr			\$43.00	01/01/2020	\$43.00			
Parks - Riverside Shelter - Summr Mtg 50+/hr			\$54.00	01/01/2020	\$54.00			
Parks - Riverside Shelter - Winter Mtg 1-50/hr			\$54.00	01/01/2020	\$54.00			
Parks - Riverside Shelter - Winter Mtg 50+/hr			\$61.00	01/01/2020	\$61.00			
Parks - Sylvan Hill Chalet - Non-Commrc/day			\$242.00	01/01/2020	\$242.00			
Parks - Sylvan Hill Chalet - Commercial/day			\$500.00	01/01/2020	\$500.00			
Parks - Sylvan Hill Chalet - Meeting 1-50/hr			\$43.00	01/01/2020	\$43.00			
Parks - Sylvan Hill Chalet - Meeting 50+/hr			\$54.00	01/01/2020	\$54.00			
Parks - Open Shelter Prior to 8am; 1 Hour minimum; cost per hour			\$56.00	01/01/2020	\$56.00			
Athletic Park Baseball w/o admission / game			\$190.00	01/01/2018	\$190.00			
Athletic Park Baseball with admission/game			\$190.00	01/01/2018	\$190.00			
plus 10% of gross admission								
Athletic Park Field Lights / hour			\$27.00	01/01/2017	\$27.00			
Athletic Park - Non-Baseball Activities			Negotiable	01/01/2016	Negotiable			
Ball Diamonds - Organized Adult or Comm Use or High School			\$30.00	01/01/2017	\$32.00			
Ball Diamonds - Organized Youth Use			\$26.00	01/01/2017	\$26.00			
Sports Fields - Organized Adult or Comm Use or High School			\$30.00	01/01/2016	\$30.00			
Sports Fields - Organized Youth or Comm Use or High School			\$20.00	01/01/2016	\$20.00			
Sports Fields - Organized Youth Use Weekly Rate			\$125/field/week	09/08/2020	\$125/field/week			
Pickleball/Tennis Courts - Public Use			Free		Free			
Pickleball/Tennis Courts - Reserved Use - Non Comm			Free		Free			
Pickleball/Tennis Courts - Commercial or Private Use/hr			\$5.00	01/01/2016	\$10.00			
School Cross Country Running Races			Negotiable	01/01/2020	Negotiable			
Event/Races - under 100 participants			\$5.25/Participant	01/01/2020	\$5.25/Participant			
Event/Races - 100+ participants			Negotiable	01/01/2020	Negotiable			
Event Fees - Snow Fence 50" Roll including stakes and ties			\$12.00/roll	01/01/2020	\$12.00/roll			
Event Fees - Portable Stage			\$200.00/each	01/01/2020	\$200.00/each			
Event Fees - Portable Stage Canopy			\$100.00/each	01/01/2020	\$100.00/each			
Event Fees - Barricades			\$7.00/each	01/01/2020	\$7.00/each			
Event Fees - Picnic Tables			\$20.00/each	01/01/2020	\$20.00/each			
Event Fees - Manual Post Pounder			\$35.00	01/01/2020	\$35.00			
Event Fees - Water Stand Pipes			\$50.00/each	01/01/2020	\$50.00/each			
Event Fees - Backflow Preventers			\$12.00/each	01/01/2020	\$12.00/each			
Event Fees - Bleacher Planks			\$7.00/each	01/01/2020	\$7.00/each			
Event Fees - Portable Electrical Panels (Spider Box)			\$165/panel/event	01/01/2020	\$165/panel/event			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate		Historic Rate	
Event Fees - Staff - Week Day			\$45.00/hr/person	01/01/2020	\$45.00/hr/person			
Event Fees - Staff - Weekend and Evenings			\$70.00/hr/person	01/01/2020	\$70.00/hr/person			
Concession/Merchandise Sales			10% gross excluding taxes	01/01/2020	10% gross excluding taxes			
Key Security Deposit			\$20.00	01/01/2019	\$20.00			
Facility Rental Deposit - Alcohol/Amplified Music			\$200.00	01/01/2019	\$200.00			
Tent, Temporary Structure, Etc Deposit			\$200.00	01/01/2019	\$200.00			
Staff Time for Cleaning/repairs/etc.			\$40/hour	01/01/2019	\$40/hour			
Key Replacement Fee			\$20.00	01/01/2019	\$20.00			
Fire/Police Department Fees			\$125 + Labor & Materials	01/01/2019	\$125 + Labor & Materials			
Misc			Negotiable	01/01/2019	Negotiable			
Payment in Lieu of Tree Replacement			\$350.00	01/01/2020	\$350.00			
Memorial Bench			\$1,500.00	01/01/2020	\$1,500.00			
400 Block Rental Fees***								
Private Event Sponsored by a Private Group:								
Less than four hours per day			\$200.00	01/01/2015	\$200.00			
Greater than four hours per day			\$400.00	01/01/2015	\$400.00			
Admission Event:								
Less than four hours per day			\$200.00	01/01/2015	\$200.00			
Greater than four hours per day			\$400.00	01/01/2015	\$400.00			
Free Event Open to the Public								
Less than four hours per day			\$75.00	01/01/2015	\$75.00			
Greater than four hours per day			\$150.00	01/01/2015	\$150.00			
Sound and Lighting System Daily Rental			\$165.00	01/01/2015	\$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.								
Lighting System			\$80.00	01/01/2015	\$80.00			
Rental fee includes daily activation and deactivation by City staff. Events requiring more than one hour of City staff time per day (as determined by the City) shall pay the hourly City staff fee for additional time beyond the initial 1 hour of staff time.								
Electrical System - Stage and Planter Pedestals			\$35.00	01/01/2015	\$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	01/01/2015	\$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	01/01/2015	\$550.00			
Equipment Rental								
Deposit - (Water Tank, trailer & Water stand pipes)			\$75/unit	01/01/2015	\$75/unit			
Snow Fence 50' Roll including stakes and ties**			\$12/roll	01/01/2015	\$12/roll			
Portable Stage**			\$200/each	01/01/2015	\$200/each			
Portable Stage Canopy**			\$100each	01/01/2015	\$100each			
Barricades**			\$7/each	01/01/2015	\$7/each			
Picnic Tables**			\$20/each	01/01/2015	\$20/each			
Manual Post Pounder			\$35.00	01/01/2015	\$35.00			
Backflow Preventers			\$12/each	01/01/2015	\$12/each			
Portable Bleachers			\$130/each	01/01/2015	\$130/each			
Bleacher Planks			\$7/each	01/01/2015	\$7/each			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate		Historic Rate	
** 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	01/01/2015	\$45/hr/person			
		Weekend and Evenings	\$70/hr/person	01/01/2015	\$70/hr/person			
Electrical Staff - Week day			\$55/hr/person	01/01/2015	\$55/hr/person			
		Weekend and Evenings	\$70/hr/person	01/01/2015	\$70/hr/person			
*** 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.								
DEPARTMENT: POLICE								
Open Records								
Accident and incident reports black and white			\$0.25	01/29/2020	\$0.0039			
Accident and incident reports color		Attorney General Opinion	\$0.25	01/29/2020	\$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	2013	\$60.00			
5-8 alarms in rolling year			\$115.00	2013	\$115.00			
9 & subsequent in rolling year			\$225.00	2013	\$225.00			
Police Services per hour			\$72.00	01/01/2016	\$72.00			

City of Wausau Building, Housing and Zoning Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

ONE- AND TWO-FAMILY:	2021 Fee	2022 Proposed Fee
Plan Review - New one- and two-family dwellings - Additions and alterations to one- and two-family dwellings (not including garages) 500 sq. ft. or less - Over 500 sq. ft. - New accessory buildings or additions thereto over 160 sq. ft.	\$.03/sq ft; \$65 minimum \$.03/sq ft; \$60 minimum \$.03/sq ft; \$30 minimum	\$.03/sq ft; \$65 minimum \$.03/sq ft; \$60 minimum \$.03/sq ft; \$30 minimum
Inspection Fees - New one- and two-family dwellings - New accessory buildings for one- and two-family dwellings 160 sq. ft. or less - Over 160 sq. ft. - Additions to one- and two-family dwellings - Alterations to one- and two-family dwellings - Siding, soffits, fascia, roofing, window replacement, and retaining walls over 4' in height - All other buildings, structures, alterations, repairs, where the square footage cannot be determined	\$.11/sq ft; \$205 minimum \$50 \$.11/sq ft; \$75 minimum \$.11/sq ft; \$75 minimum \$.11/sq ft; \$50 minimum \$50 \$10/\$1,000 valuation; \$50 minimum	\$.11/sq ft; \$205 minimum \$50 \$.11/sq ft; \$75 minimum \$.11/sq ft; \$75 minimum \$.11/sq ft; \$50 minimum \$50 \$10/\$1,000 valuation; \$50 minimum
Heating, Ventilating, and Air Conditioning - Heating—residential one- and two-family dwellings and accessory buildings (including duct work) - Air conditioning (permanent installation)	\$43.75/unit up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof \$43.75/unit	\$50/unit up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof \$50/unit
Certificates of Occupancy Per residential unit	\$25/unit	\$25/unit

City of Wausau Building, Housing and Zoning Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

ONE- AND TWO-FAMILY:	2021 Fee	2022 Proposed Fee
Special Fees - Land Use Permit (Zoning Certificate) - State of Wisconsin seal (when required) - Early Start — Footings/Foundation - Razing - One- and two-family dwellings - Accessory buildings ≤ 500 sq. ft. - Accessory buildings > 500 sq. ft. - Same day or Reinspection fee - Administrative fee (application not completed/additional review required) - Failure to obtain permit prior to commencement of work. Payment of any fee in this subsection, however, shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.	\$26 \$40 \$105 \$70 \$50 \$70 \$65 10% of permit fee; \$30 minimum Triple fees	\$26 \$40 \$105 \$70 \$50 \$70 \$65 10% of permit fee; \$30 minimum Triple fees
COMMERCIAL:	2021 Fee	
Plan Review - All categories - Separate submittals after initial approval (HVAC, trusses, etc.)	\$0.10/sq ft; \$80 minimum \$80	\$0.10/sq ft; \$100 minimum \$100
Inspection Fees - Residential and institutional - Offices and mercantile - Warehouses, factories and building shells - Reroofing; and all occupancies where the square footage cannot be determined	\$.13/sq ft; \$85 minimum \$.11/sq ft; \$85 minimum \$.09/sq ft; \$85 minimum \$10/\$1,000 valuation; \$85 minimum	\$.13/sq ft; \$95 minimum \$.11/sq ft; \$95 minimum \$.095/sq ft; \$95 minimum \$10/\$1,000 valuation; \$95 minimum
Heating, Ventilating, and Air Conditioning - Heating (including duct work) - Kitchen Hood(s) - AHU - Duct work only or alterations to existing duct work - Air conditioning (permanent installation)	\$43.75/unit, up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof; \$87.50 minimum \$.019/sq ft; \$87.50 minimum \$43.75/unit	\$50/unit, up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof; \$87.50 minimum \$.02/sq ft; \$100 minimum \$50/unit

City of Wausau Building, Housing and Zoning Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

COMMERCIAL:	2021 Fee	2022 Proposed Fee
Certificates of Occupancy		
▪ Residential units	\$16.50/unit	\$16.50/unit
▪ Other occupancies	\$36	\$38
Special Fees		
▪ Land Use Permit (Zoning Certificate)	\$75	\$75
▪ Early Start — Footings/Foundation	\$120	\$120
▪ Razing — commercial structures	\$110	\$120
▪ Parking lot permits (15.52.020)	\$70	\$75
▪ Same day or Reinspection fee	\$75	\$75
▪ Failure to obtain permit prior to commencement of work. 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	Triple fees
MISCELLANEOUS FEES:	2021 Fee	2022 Proposed Fee
Tourist Rooming House (VRBO, airBNB)	\$60	\$60
Application and Publication Fee for Building Advisory Board (Class 1 Notice) (15.04.080)	\$200	\$200
Application and Publication Fees (WMC Chapters 23.10.13, 23.10.31, 23.10.32)		
▪ Zoning Board of Appeals – Variances, Appeals	\$200	\$200
▪ Plan Commission -- Amendments, Conditional Uses, UDD Petitions	\$400	\$400
▪ Plan Commission (special meeting requested)	\$550	\$550
Central Business District (Downtown) Obstruction Permit	\$20	\$20
Certified Survey Map Review	\$100	\$100
▪ Extraterritorial Reviews	\$70	\$75
Drive Approach Permits (12.20.010)	\$26	\$26
Excavation Permits (12.40.010)	\$65	\$65
Fences	\$50	\$50
Home Occupation	\$20	\$20
Moving Buildings Over Public Ways (15.40.010)		
▪ Garages	\$50	\$50
▪ Houses or other buildings	\$215	\$215

City of Wausau Building, Housing and Zoning Fee Schedule

2021
City of Wausau
City of Schofield

MISCELLANEOUS FEES (continued):	2021 Fee	2022 Proposed Fee
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	\$400 /lot \$500 /lot \$200 /unit \$400 /single-family unit; \$500 /duplex unit; and \$200 /apartment unit	\$400 /lot \$500 /lot \$200 /unit \$400 /single-family unit; \$500 /duplex unit; and \$200 /apartment unit
Additional Residential Building Lots Created by Replat or Certified Survey	\$400 /additional lot	\$400 /additional lot
Plat Review Fees: (WMC Chapter 21) Preliminary Plat Fee	\$150 + \$25/lot \$100	\$150 + \$25/lot \$100
Portable Storage Containers (23.03.30)	\$55	\$55
Resubmittal Fee (for revised plans and requires new permits)	\$100 + plan	\$100 + plan
Signs (15.48.050) Where signs have two or more faces, the permit fee shall be computed on each face of such sign. Also, the charge is per sign. - Business signs - Advertising signs - Temporary signs (fee is per month)	\$1.07 per square foot of gross area; minimum fee \$40/sign \$1.30 per square foot of gross area; minimum fee \$60/sign \$1.07 per square foot of gross area; minimum fee \$40/sign	\$1.10 per square foot of gross area; minimum fee \$40/sign \$1.30 per square foot of gross area; minimum fee \$60/sign \$1.10 per square foot of gross area; minimum fee \$40/sign
Special Inspection Fees Community-based residential facilities, taverns, day care centers, massage establishments, inspection for new tenant/change of tenant for certificate of occupancy, etc.	\$155	\$155
Storm Water Management (WMC Chapter 15.56)	Established by	Established by
Street Privilege Permits (12.44.050)	\$75	\$75
Swimming Pools (19.32.020)	\$60	\$60
Zoning Verification Letters, Combine Parcel Requests, Building Code Compliance Letters, Other Forms Requiring Zoning Review, etc. - Residential - Commercial	\$35 \$60	\$35 \$65

NOTE: 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.

NOTE: In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical, or plumbing work. Electrical and plumbing fees shall be paid under Chapter 18.20 and Chapter 19.16, respectively.

City of Wausau Building, Housing and Zoning
Fee Schedule

2021
City of Wausau
City of Schofield

HOUSING CODE (Title 16):	2021 Fee
Reinspection Fee (16.04.025)	\$65
Rent Abatement Application Fee (for authorization of) [16.04.037 (d)]	\$25

RESIDENTIAL RENTAL REGISTRATION (16.04.030):	2021 Fee
Rental Registration Fee (per building)	\$10
Residential rental license inspection fees: ▪ First inspection ▪ Second inspection ▪ Missed inspection appointments/failure to allow access	No charge No charge if violation corrected; \$65 if not corrected \$35

Electrical Permit Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

RESIDENTIAL - ONE- AND TWO-FAMILY:	2021 Fee	2022 Proposed Fee
Inspection		
▪ New one- and two-family dwellings	\$.11/sq ft;	\$.11/sq ft;
▪ Additions and alterations to one- and two-family dwellings (including garages)	\$.14/sq ft;	\$.14/sq ft;
▪ Rewiring of existing one- and two-family dwellings	\$50 + \$3.35/circuit	\$50 + \$3.35/circuit
▪ Attached or detached garages	\$.075/sq ft	\$.075/sq ft
▪ New service only for existing one- and two-family dwellings	\$55	\$60

COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY:	2021 Fee	2022 Proposed Fee
▪ New construction of apartments (three-family and over), row housing, and multi- family dwellings (or additions thereto)	\$.085/sq ft	\$.085/sq ft
▪ New construction of local business, institutional, and office buildings (or additions thereto)	\$.095/sq ft	\$.095/sq ft
▪ New construction of manufacturing and industrial buildings (or additions thereto)	\$.06/sq ft	\$.07/sq ft
▪ New construction of warehouses (or additions thereto)	\$.05/sq ft	\$.06/sq ft
▪ Electric sign wiring (any size)	\$90/sign	\$90/sign
▪ Service changes for industrial, commercial, and multi-family structures		
▪ 200 Amps, one meter	\$75	\$80
▪ 400 Amps, one meter	\$90	\$95
▪ 600 Amps, one meter	\$105	\$110
▪ 800 Amps, one meter	\$120	\$125
▪ 1,000 Amps and over, one meter	\$135	\$140
▪ Additional meters	\$10/each	\$10/each
▪ Fire Alarm Systems (installations or additions/ modifications to existing)	\$50	\$50
▪ Plan Review	\$.03/sq ft	\$.03/sq ft
▪ Inspection	\$75 minimum	\$75 minimum

COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY (continued):	2021 Fee	2022 Proposed Fee
▪ PV (Photovoltaic) Systems:		
▪ Residential	\$200	\$200
▪ Commercial (7½ KW or less)	\$200	\$200
▪ Commercial (more than 7½ KW)	\$300	\$300
▪ Lighting / Emergency Lighting:		
▪ Testing Fee	\$125	\$125

MISCELLANEOUS FEES:	2021 Fee	2022 Proposed Fee
▪ Special inspections other than those listed above	\$55	\$55
▪ Administrative fee (application not completed/additional review required)	10% of Permit Fee; \$30 minimum	10% of Permit Fee; \$30 minimum
▪ Minimum permit fee (one- and two-family)	\$55	\$60
▪ Minimum permit fee (commercial, industrial, and multi-family)	\$75	\$75
▪ Same day or Reinspection fee	\$65	\$75
▪ Failure to obtain permit prior to commencement of work; starting work without State approved plans	Triple fees	Triple fees

Electrical Permit Fee Schedule

2022 Budget Review

City of Wausau

City of Schofield

Plumbing Permit Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

CATEGORY	2021 Fee	2022 Proposed Fee
- New or reconstructed water service or private water main, from curb stop, two inches or less, each one hundred feet or fraction thereof; - For each additional inch in diameter.	\$25 \$10	\$50 \$10
New or reconstructed sanitary building sewer or private sewer main, from main, curb or lot line, any size, each one hundred feet or fraction thereof.	\$25	\$50
New or reconstructed building or area storm sewer extension from main, curb or lot line, any size, each one hundred feet or fraction thereof.	\$25	\$50
Catch Basin	\$10	\$10
Manhole	\$10	\$10
Retention / infiltration area (per 2,000 square feet)	\$25	\$25
For each fixture or fixture connection in a one- or two-family dwelling.	\$10	\$10
For each fixture or fixture connection in a commercial building.	\$10.50	\$10.50
New or reconstructed water distribution piping, any size, each one hundred feet or fraction thereof.	\$15	\$15
New or reconstructed building drain, soil waste, vent piping, or downspouts, any size, each one hundred feet or fraction thereof.	\$15	\$15
Water distribution and drain piping for manufacturing processes, each one hundred feet or fraction thereof.	\$15	\$15
Private sewage disposal system.	\$50	\$50
Clear water pit and pump	\$50	\$50
Swimming pool.	\$50	\$50
Private water well (five-year permit—issued by Wausau Water Works).	\$100	\$100
To abandon water or sewer systems when wrecking or moving a building.	\$50	\$50
To abandon a private well and/or septic system.	\$50	\$50
Administrative fee (application not completed/additional review required).	10% of permit fee; \$30 minimum	10% of permit fee; \$30 minimum
Minimum fee (for projects requiring one inspection).	\$50	\$60
Minimum fee (for projects requiring more than one inspection).	\$65	\$75
Same day or Reinspection fee.	\$65	\$75
Failure to obtain permit prior to commencement of work; starting work without State approved plans	Triple fees	Triple fees
(b) Fixtures, appliances and appurtenances shall include but not be limited to: water closets, wash basins, bathtubs, shower stalls, urinals, service sinks, sinks, dishwashers, garbage grinders, disposals, laundry tubs, floor drains, site drains, drinking fountains, bar connections, soda fountains, water-cooled refrigerators, ice cube machines, dental cuspidors, all type water heaters, water-cooled motor connections, all water conditioning units, sumps, drain tile receivers, footing or subsoil drain discharge points, inside roof drains, catch basins, yard drains, grease and oil separators, pumps and ejectors, water or waste connection to machines, water or waste connection to any appliance, buried lawn sprinklers, drink dispensers, swimming pools, water-cooled air conditioners and		
Excavation Permits	\$65	\$65
Plan Review Fees (Commercial) per State Schedule (SBD-6154)		

Human Resource Committee Packet

November 8, 2021

Agenda Item
Discussion and possible action amending vacation accrual rates for non-represented employees
Background
Employees currently accrue vacation time off at the following rate: • At time of hire: 10 days • Upon completion of 5 years: 15 days • Upon completion of 9 years: 20 days • Upon completion of 18 years: 25 days • Upon completion of 25 years: 30 days There are several ways we can amend the vacation accrual amounts. We can add new accrual increase points: • At time of hire: 10 days • Upon completion of 1 year: 11 days • Upon completion of 2 years: 12 days • Upon completion of 3 years: 13 days • Upon completion of 4 years: 14 days • Upon completion of 5 years: 15 days • Upon completion of 6 years: 16 days • Upon completion of 7 years: 17 days • Upon completion of 8 years: 18 days • Upon completion of 9 years: 20 days • Upon completion of 10 years: 21 days • Upon completion of 12 years: 22 days • Upon completion of 14 years: 23 days • Upon completion of 16 years: 24 days • Upon completion of 18 years: 25 days • Upon completion of 20 years: 26 days • Upon completion of 22 years: 27 days • Upon completion of 24 years: 28 days • Upon completion of 25 years: 30 days

Human Resource Committee Packet

November 8, 2021

We can start everyone at 3 weeks of vacation:

- At time of hire: 15 days
- Upon completion of 5 years: 20 days
- Upon completion of 10 years: 25 days
- Upon completion of 15 years: 30 days

We can change the accrual timeline:

- At time of hire: 10 days
- Upon completion of 2 years: 15 days
- Upon completion of 6 years: 20 days
- Upon completion of 10 years: 25 days
- Upon completion of 15 years: 30 days

Fiscal Impact

Additional vacation time should be fiscally neutral, provided overtime is not required to cover the vacancy.

Staff Recommendation

Staff contact: Toni Vanderboom (715-261-6634)

DEPARTMENT	Vacation Years of Service 2022	Proposed Vacation Time Off 2022	2022 Vacation time under Current Schedule	Difference
ASSESSMENT	3	15	10	5
ASSESSMENT	1	15	10	5
ASSESSMENT	7	20	15	5
ASSESSMENT	8	20	15	5
ASSESSMENT	5	25	20	5
ASSESSMENT	23	30	25	5
ATTORNEY'S	3	15	10	5
ATTORNEY'S	10	25	20	5
ATTORNEY'S	13	25	20	5
ATTORNEY'S	24	30	30	0
ATTORNEY'S	38	30	30	0
CD AUTHORITY	2	15	10	5
CD AUTHORITY	5	15	15	0
CD AUTHORITY	9	20	20	0
CD AUTHORITY	6	20	15	5
CD AUTHORITY	24	30	25	5
CD AUTHORITY	17	30	20	10
CD AUTHORITY	15	30	20	10
CD AUTHORITY	25	30	30	0
COMMUNITY DEVELOPMENT	1	15	10	5
COMMUNITY DEVELOPMENT	2	15	10	5
COMMUNITY DEVELOPMENT	1	15	15	0
COMMUNITY DEVELOPMENT	1	20	20	0
COMMUNITY DEVELOPMENT	13	25	20	5
COMMUNITY DEVELOPMENT	26	30	30	0
DPW - ELECTRICAL DIV	8	20	15	5
DPW - ELECTRICAL DIV	8	20	15	5
DPW - ELECTRICAL DIV	21	30	25	5
DPW - MAINTENANCE	1	15	10	5
DPW - MOTOR POOL DIV	3	15	10	5
DPW - MOTOR POOL DIV	1	15	10	5
DPW - MOTOR POOL DIV	1	15	10	5
DPW - MOTOR POOL DIV	4	15	10	5
DPW - MOTOR POOL DIV	7	20	15	5
DPW - MOTOR POOL DIV	32	30	30	0
ENGINEERING	4	15	10	5
ENGINEERING	7	20	15	5

ENGINEERING	6	20	15	5
ENGINEERING	9	20	20	0
ENGINEERING	7	25	20	5
ENGINEERING	10	25	20	5
ENGINEERING	25	30	30	0
ENGINEERING	28	30	30	0
ENGINEERING	26	30	30	0
ENGINEERING	24	30	25	5
ENGINEERING	24	30	25	5
ENGINEERING	22	30	25	5
FINANCE	1	15	10	5
FINANCE	5	15	15	0
FINANCE	5	15	15	0
FINANCE	1	15	10	5
FINANCE	8	20	15	5
FINANCE	7	20	15	5
FINANCE	8	20	15	5
FINANCE	13	25	20	5
FINANCE	11	25	20	5
FINANCE	11	25	20	5
FINANCE	32	30	30	0
FINANCE	29	30	30	0
FINANCE	27	30	30	0
FIRE	15	30	20	10
FIRE	18	30	25	5
FIRE	3	30	30	0
HUMAN RESOURCES	5	15	15	0
HUMAN RESOURCES	5	25	20	5
HUMAN RESOURCES	16	30	20	10
INSPECTIONS	5	15	15	0
INSPECTIONS	4	15	10	5
INSPECTIONS	5	15	15	0
INSPECTIONS	8	20	15	5
INSPECTIONS	9	20	20	0
INSPECTIONS	11	25	20	5
INSPECTIONS	12	25	20	5
INSPECTIONS	17	30	20	10
MAYOR'S OFFICE	5	20	15	5
METRO RIDE	1	15	10	5

METRO RIDE	6	20	15	5
METRO RIDE	5	20	15	5
METRO RIDE	13	25	20	5
METRO RIDE	40	30	30	0
METRO RIDE	15	30	20	10
MUNICIPAL COURT	4	15	10	5
MUNICIPAL COURT	1	15	10	5
PARKING RAMPS	23	30	25	5
PARKING RAMPS	38	30	30	0
POLICE	1	15	10	5
POLICE	2	15	10	5
POLICE	3	15	10	5
POLICE	5	20	15	5
POLICE	8	20	15	5
POLICE	9	20	20	0
POLICE	5	20	15	5
POLICE	7	20	15	5
POLICE	32	30	30	0
POLICE	24	30	25	5
POLICE	27	30	30	0
POLICE	22	30	30	0
PUBLIC WORKS	3	15	10	5
PUBLIC WORKS	4	15	10	5
PUBLIC WORKS	3	15	10	5
PUBLIC WORKS	2	15	10	5
PUBLIC WORKS	2	15	10	5
PUBLIC WORKS	3	15	10	5
PUBLIC WORKS	5	15	15	0
PUBLIC WORKS	2	15	10	5
PUBLIC WORKS	9	20	20	0
PUBLIC WORKS	8	20	15	5
PUBLIC WORKS	7	20	15	5
PUBLIC WORKS	6	20	15	5
PUBLIC WORKS	6	20	15	5
PUBLIC WORKS	8	20	15	5
PUBLIC WORKS	6	20	15	5
PUBLIC WORKS	14	25	20	5
PUBLIC WORKS	12	25	20	5
PUBLIC WORKS	11	25	20	5

PUBLIC WORKS	12	25	20	5
PUBLIC WORKS	10	25	20	5
PUBLIC WORKS	11	25	20	5
PUBLIC WORKS	42	30	30	0
PUBLIC WORKS	36	30	30	0
PUBLIC WORKS	34	30	30	0
PUBLIC WORKS	25	30	30	0
PUBLIC WORKS	24	30	25	5
PUBLIC WORKS	24	30	25	5
PUBLIC WORKS	19	30	25	5
PUBLIC WORKS	15	30	20	10
PUBLIC WORKS	23	30	25	5
PUBLIC WORKS	33	30	30	0
SEWER	2	15	10	5
SEWER	2	15	10	5
SEWER	4	15	10	5
SEWER	2	15	10	5
SEWER	2	15	10	5
SEWER	1	15	10	5
SEWER	6	20	15	5
SEWER	12	25	20	5
SEWER	22	30	25	5
SEWER	16	30	20	10
SEWER	31	30	30	0
SEWER	27	30	30	0
WATER	1	15	10	5
WATER	5	15	15	0
WATER	3	15	10	5
WATER	3	15	10	5
WATER	2	15	10	5
WATER	2	15	10	5
WATER	1	15	10	5
WATER	5	15	15	0
WATER	7	20	15	5
WATER	7	20	15	5
WATER	13	25	20	5
WATER	10	25	20	5
WATER	14	25	20	5
WATER	29	30	30	0

WATER	16	30	20	10
WATER	17	30	20	10
WATER	25	30	30	0

625

Proposed off Time Distribution	(157
employees total)	
3 weeks vacation: 50 employees or 31.8%	
4 weeks of vacation: 34 employees or 21.7%	
5 weeks vacation: 23 employees or 14.6%	
6 weeks vacation: 50 employees or 31.8%	

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: November 8, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Amending Vacation Accrual Schedule for Non-Represented Employees.

Vanderboom said that increasing vacation time was also discussed during the last meeting during the recruitment and retention item. The vacation schedule was last updated in 2018 and was cutting edge at that time. Vanderboom presented a couple of options for the committee to consider for ways to increase vacation for employees quicker. Vanderboom said that a possible negative to being too generous with vacation is the possibility of needing more staff to cover time employees are out on vacation, but that more vacation is something almost all candidates ask for when receiving an offer of employment.

Wadinski said that if this is what employees want, he likes it. Vanderboom said that this was a very common answer in the employee survey recently completed. Mayor Rosenberg said that in the recruitments she's been involved in, vacation time has been the number one item for negotiation. Larson said he thinks this is a great item for employee retention. Martens asked if Vanderboom had the percentage of employees who don't use all of their vacation time, or how much unused vacation time there is. Vanderboom said she can't say how many people leave vacation time on the books since employees can carry over a set amount, but estimated that 10-20% of employees are at or close to their bank maximum. Herbst said that she likes the idea of employees having three weeks of vacation at time of hire. Larson asked if employees can get paid for vacation days instead of taking them; Vanderboom said no.

Motion by Larson to amend the vacation accrual rates to option #2 in the packet. Second by Herbst. Wadinski indicated that he liked option #2 also but was concerned about any cost to the citizens from overtime or such, and the possible difficulty of scheduling around additional vacation for employees. Wadinski asked if they could get an idea of cost before this goes to Council. Larson asked if they'd rather pay overtime to fill in for people or pay overtime for not having enough people. All ayes. Motion passed 5-0.

Motion by Wadinski approving 2022 benefit design for City and CCIT employees. Second by Larson. All ayes. Motion passed 4-0.

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND
FINANCE COMMITTEE**

Approving adjustment to the vacation accrual schedule in Section 8.04 – Vacation of the Employee Handbook

Committee Action:

Fiscal Impact:

File Number:

Date Introduced:

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</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>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, after reviewing the City’s current recruitment and retention position, the Human Resources Committee reviewed and recommended adjusting the Employee Handbook to grant additional vacation time off, and;

WHEREAS, employees currently accrue paid vacation time according to the following annual vacation schedule:

- 10 days at time of hire
- 15 days upon completion of 5 years of service
- 20 days upon completion of 9 years of service
- 25 days upon completion of 18 years of service
- 30 days upon completion of 25 years of service, and;

WHEREAS, your Human Resources and Finance Committees reviewed and approved amending the vacation schedule as follows and as described in the supporting documents:

- 15 days at time of hire
- 20 days upon completion of 5 years of service

- 25 days upon completion of 10 years of service
- 30 days upon completion of 15 years of service, and;

WHEREAS, the maximum vacation accrual allowance remains 40 hours greater than the annual accrual amount for each years of service category and department heads shall continue to accrue vacation time as a 5th anniversary employee and accumulate vacation time up to a maximum of 360 hours, and;

WHEREAS, the proposed adjustment to the vacation schedule will add an estimated additional 625 vacation days accrued per year with approximately 68% of affected employees accruing at least 1 month of paid vacation per year, and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that Section 8.04 of the Employee Handbook shall be updated as described above and in supporting documents effective January 1, 2022.

Approved:

Kate Rosenberg, Mayor

8.04 – Vacation

Regular full-time employees shall earn paid vacation based on the number of years of service in accordance with the following schedule:

Years of Service	Annual Vacation	Bi-weekly Accrual	Max. Vacation Accum. Allowed
At time of hire	40 days 15 days	3.0770 hours 4.6154 hours	120 hours 160hours
Upon completion of 5 years of service	15 days 20 days	4.6154 hours 6.1540 hours	160 hours 200 hours
Upon completion of 9-10 years of service	20 days 25 days	6.1540 hours 7.6924 hours	200 hours 240 hours
Upon completion of 18-15 years of service	25 days 30 days	7.6924 hours 9.2308 hours	240 hours 280hours
Upon completion of 25 years of service	30 days	9.2308 hours	280 hours

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For example, an employee who is hired on 1/1/2000 and works continuously will complete 5 years of service on 1/1/2005, and will complete ~~9-10~~ years of service on 1/1/~~2009~~2010.

Regular part-time employees shall receive a proration of the annual vacation accrual as described above based on the number of hours they worked in the previous year. Annual vacation will be awarded on the 2nd payroll of each year. Regular part-time employees may accrue vacation to carry over to the following year. The maximum vacation accrual allowed will be the budgeted full-time equivalency of the position.

Annual vacation shall be credited according to an employee's anniversary date. The scheduling and limitations on number of employees permitted to be on vacation at the same time shall be scheduled according to the policy established by individual departments as determined by the Department Director and based on the needs of the City.

Department Directors, upon initial appointment, shall accrue vacation time as a 5th anniversary employee and shall be allowed to accumulate vacation time up to a maximum of 360 hours, regardless of their length of service.

Vacation may be used in no less than one-fourth (1/4) hour increments for all non-exempt employees.

The Human Resources Department may negotiate vacation accrual amounts outside of the above schedule for executive or other high-level positions, and to positions that have been identified by Human Resources as difficult to fill. The Human Resources Department shall establish quantifiable criteria for a determination of difficult to fill, including but not limited to having a previously unsuccessful recruitment.

Human Resource Committee Packet

November 8, 2021

Agenda Item
Discussion and possible action amending the Part-Time, Temporary and Seasonal Wage Rates in accordance with the Market Adjustment/Cost of Living Increase for Regular Non-Represented Employees in the 2022 Approved Budget
Background
The City of Wausau is currently considering a proposed budget which includes a 2% cost of living increase for non-represented employees. This increase will adjust employee salaries up by 2%, and adjust the salary scales accordingly. The wage rates for Part-Time, Temporary and Seasonal employees have been historically increased in line with adjustments made to the regular employee wage rates.
Fiscal Impact
See attached chart which reflects the current projected 2% adjustment
Staff Recommendation
Increase Part-Time, Temporary and Seasonal Wage rates in line with the cost of living increase granted to regular non-represented employees.
Staff contact: Toni Vanderboom (715-261-6634)

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: November 8, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Approving 2022- Part Time/Temporary/Seasonal Pay Schedule.

Vanderboom explained that a cost of living increase is currently being considered for non-represented employees. This item is brought forward to extend the cost of living increase to part-time, seasonal, and temporary employees.

Motion by Wadinski to approve the 2022 Part-time/Temporary/Seasonal pay schedule as presented. Second by Martens. All ayes. Motion passed 5-0.

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND
FINANCE COMMITTEE**

Approving an Amendment to the Part-Time, Temporary and Seasonal Pay Schedule

Committee Action:

Fiscal Impact: \$8,000

File Number:

Date Introduced:

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐	No ☐	
	<i>Included in Budget:</i>	Yes ☐	No ☐	<i>Budget Source:</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>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐			

RESOLUTION

WHEREAS, the proposed 2022 budget includes a cost of living increase for regular, non-represented employees, and;

WHEREAS, employees on the Part-Time, Temporary, and Seasonal pay schedule are not included in the cost of living increase but are subject to similar market conditions and generally experience equivalent across the board pay adjustments as regular, non-represented employees, and;

WHEREAS, your Human Resources and Finance Committees reviewed and approved granting an equivalent cost of living increase to the Part-Time, Temporary, and Seasonal pay schedule as that received by the regular, non-represented pay schedule, currently established at 2%, and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the 2022 pay schedule for Seasonal, Part-Time and Temporary be adjusted to grant an equivalent cost of living increase as that approved in the 2022 budget for non-represented employees.

Approved:

Kate Rosenberg, Mayor

CITY OF WAUSAU PART-TIME, TEMPORARY, AND SEASONAL WAGE RATES
 Effective ~~April 21, 2019~~January 1, 2022 Adopted by Council ~~May 14, 2019~~

City of Wausau Handbook Section 4.01 – Employment Categories

Part-time: A part-time employee is an employee whose schedule consists of less than twenty hours per week. A part-time employee is not eligible for employment benefits from the City unless specifically identified in the City's policies or as required by law.

Seasonal or Temporary: Employees in the service of the City on a temporary basis for fewer than fifty-two (52) consecutive weeks per year. Such employees are compensated at an hourly rate and are not eligible for employee benefits. Such employees are also not eligible for Wisconsin Retirement benefits nor are contributions made by the City unless the employee exceeds the required hours in a 12 month rolling period which at that time the employee will be eligible for WRS benefits including any contributions required to be made by the City. Hours worked will be reviewed periodically to verify the accuracy of an employee's employment classification. If reclassification is necessary, the employee will be notified.

PART-TIME RATES

DEPARTMENT	POSITION	HOURLY WAGE
DPW – PARKING 9012 (221)	Parking Cashier – 1st Year	\$8.99 <u>\$13.17</u>
	Parking Cashier – 2nd Year	\$9.52 <u>\$13.71</u>
	Parking Cashier – 3rd Year	\$10.05 <u>\$14.25</u>
	Parking Cashier – 4th Year	\$10.58 <u>\$14.79</u>
PUBLIC ACCESS 9005 (730)	Production Assistant – 1st Year	\$12.85 <u>\$13.11</u>
	Production Assistant – 2nd Year	\$13.60 <u>\$13.87</u>
	Production Assistant – 3rd Year	\$14.36 <u>\$14.65</u>
	Production Assistant – 4th Year	\$15.12 <u>\$15.42</u>
PUBLIC ACCESS 9007 (740)	Production Specialist – 1st Year	\$14.91 <u>\$15.21</u>
	Production Specialist – 2nd Year	\$15.78 <u>\$16.10</u>
	Production Specialist – 3rd Year	\$16.66 <u>\$16.99</u>
	Production Specialist – 4th Year	\$17.53 <u>\$17.88</u>

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TEMPORARY RATES

DEPARTMENT	POSITION	HOURLY WAGE
ASSESSMENT 9010	Board of Review Member	\$85.00 <u>\$86.70/day</u>
FINANCE 9002	Election Chief Inspector	\$9.75 <u>\$9.95</u>
	Election Inspector	\$8.75 <u>\$8.93</u>
POLICE 9008	Substitute Crossing Guard	\$12.80 <u>\$13.06</u>
PUBLIC ACCESS 9005	Production Assistant	\$12.85 <u>\$13.11</u>

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CITY OF WAUSAU PART-TIME, TEMPORARY, AND SEASONAL WAGE RATES

Effective ~~April 21, 2019~~January 1, 2022

Adopted by Council ~~May 14, 2019~~

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SEASONAL RATES

DEPARTMENT	POSITION	HOURLY WAGE
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CITY OF WAUSAU PART-TIME, TEMPORARY, AND SEASONAL WAGE RATES
 Effective ~~April 21, 2019~~ January 1, 2022 Adopted by Council ~~May 14, 2019~~

POLICE 9100 (710)	Community Services Officer – 1 st Year Community Services Officer – 2 nd Year Community Services Officer – 3 rd Year Community Services Officer – 4 th Year	\$11.63 <u>11.86</u> \$12.24 <u>12.45</u> \$12.82 <u>13.08</u> \$13.45 <u>13.72</u>
POLICE 9120 (710)	Community Communications Specialist – 1st Year Community Communications Specialist – 2nd Year Community Communications Specialist – 3rd Year Community Communications Specialist – 4th Year	\$11.63 <u>11.86</u> \$12.24 <u>12.45</u> \$13.08 <u>12.82</u> \$13.45 <u>13.72</u>
POLICE 9008 (700)	Crossing Guard – 1st Year Crossing Guard – 2nd Year Crossing Guard – 3rd Year Crossing Guard – 4th Year	\$12.80 <u>13.06</u> \$13.56 <u>13.83</u> \$14.30 <u>14.59</u> \$15.06 <u>15.36</u>
POLICE 9045 (700)	Crossing Guard Manager	\$16.08 <u>16.40</u>
CITY WIDE 9060 (200)	Seasonal Aide – 1 st Year Seasonal Aide – 2 nd Year Seasonal Aide – 3 rd Year Seasonal Aide – 4 th Year	\$12.80 <u>13.06</u> \$13.56 <u>13.83</u> \$14.59 <u>14.30</u> \$15.06 <u>15.36</u>
CITY WIDE 9070 (210)	Seasonal Technician – 1st Year Seasonal Technician – 2nd Year Seasonal Technician – 3rd Year Seasonal Technician – 4th Year	\$14.07 <u>14.35</u> \$15.48 <u>15.79</u> \$16.88 <u>17.22</u> \$18.66 <u>18.29</u>
DPW – GIS 9018 (240)	GIS Intern – 1 st Year GIS Intern – 2 nd Year GIS Intern – 3 rd Year GIS Intern – 4 th Year	\$15.47 <u>15.78</u> \$17.00 <u>17.34</u> \$18.55 <u>18.92</u> \$20.10 <u>20.50</u>

Part-time and Seasonal rates are adjusted annually as employee salary mid-points are adjusted.
 Temporary rates remain fixed until adjustments are proposed and adopted by Council.

Clothing for Seasonal Employees

DPW	1 – Hi-Viz shirt for street crew 1 - Cotton shirt for inside/office Steel toe allowance of 50% up to \$125 \$50 clothing allowance in place of providing pants
Sewer	3 – Cotton Water Works shirts 2 – Hi-Viz Water Works Shirts Steel toe allowance of 50% up to \$125
Water	5- Hi Viz shirts Uniform pants Steel toe allowance of 50% up to \$125
CSO	2 – Uniforms shirts 1- Pants that zip for shorts

CITY OF WAUSAU PART-TIME, TEMPORARY, AND SEASONAL WAGE RATES

Effective ~~April 21, 2019~~[January 1, 2022](#)

Adopted by Council ~~May 14, 2019~~

	1 - baseball cap 1- ballistic vest and duty belt End of employment they give everything back but pants
Public Access	2 – uniform shirts

Human Resource Committee Packet

November 8, 2021

Agenda Item
Discussion and possible action granting \$1000 one time lump sum bonus for designated employees
Background
In October, the Human Resources staff presented several recruitment and retention initiatives. Two levels of recommendations were discussed, including initiatives that could be implemented immediately and those to be considered in the 2022 budget. One item identified for consideration in the 2022 budget is a lump sum increase for non-represented employees who are at or over midpoint. The Human Resources department identified 103 employees who will be at or over midpoint in 2021. Recruitment and retention efforts are currently focusing on non-represented employees, who have not received cost-of-living increases while the City was funding the implementation of the wage study. The Human Resources and Finance departments compared a flat rate lump sum payment against a lump sum equivalent to 1% of an employee's base pay. A lump sum of \$1000 is greater than 1% of employee pay for all but 8 of our highest paid employees (mostly department directors). For some employees, \$1000 represents a pay increase of nearly 2%. This bonus amount would be prorated for part time employees. At the recent Finance Committee, the Finance Committee indicated support of the item but removed it from the 2022 budget. The Finance Committee indicated this item could be funded with carryover funds.
Fiscal Impact
\$105,000
Staff Recommendation
Approve one time lump sum bonus for non-represented employees at or above midpoint in 2021.
Staff contact: Toni Vanderboom (715-261-6634)

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: November 8, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Approving a One-Time Lump Sum Bonus to Designated Employees.

Vanderboom indicated that this item was briefly mentioned at the last meeting in discussion of hiring and retention. At the last meeting an unspecified lump sum bonus was discussed. This item went to the Finance Committee and was approved funding under the current budget for 2021. The lump sum bonus would be granted to non-represented employees who are at or above midpoint in this calendar year. The fiscal impact would be \$105,000, funded by the levy, utilities, and other funding sources available.

Herbst asked if this would be done every year or if this is a one-time bonus. Vanderboom said it would be a one-time bonus for this year only as a retention initiative. Wadinski expressed concern that this does not apply to all employees, that it is not the same percentage of bonus for those receiving it, and as it is only being considered for one year, if it will help with retention. Vanderboom explained the reasons for who would be eligible for the bonus, why a flat rate was decided upon, and how the bonus is administered can affect payroll calculations. Further discussion by the committee took place.

Motion by Larson approving a one-time lump sum bonus in 2021 to designated employees. Second by Martens. Martens said that his recollection from the Finance Committee discussion was that carryover funds from 2020 would be used for this and that is why this item would have to be done before the end of 2021, and believes it would be a good incentive to employees who would receive it. Wadinski agreed that something should be done but that a one-time bonus isn't the answer. McElhaney said that this is just one item among several that the City would like to consider for hiring and retention. Vanderboom mentioned suspending steps one and two effective November 14th and advancing people up to midpoint faster with six-month step increases. Motion passed 3-2 (*Herbst and Wadinski were the dissenting votes*).

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND
FINANCE COMMITTEE**

Approving a One-Time, Lump Sum Bonus to Designated Non-Represented Employees.

Committee Action:

Fiscal Impact: \$105,000

File Number:

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</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>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City of Wausau continues to consider recruitment and retention initiatives to respond to the challenging labor market, and;

WHEREAS, a one-time, non-base building bonus of \$1000 is recommended for non-represented employees who are at or over midpoint of their salary range in 2022 which includes approximately 103 employees, and;

WHEREAS, this \$1000 bonus represents an increase between 1-2% of annual pay for most affected employees, with the lower paid employees receiving a greater percentage impact, and;

WHEREAS, your Human Resources and Finance Committees reviewed and approved the lump sum payment as described above, funded using 2021 carryover funds, and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau approves the payment of a one-time, non-base building lump sum payment of \$1000 to non-represented employees who are at or above midpoint in their salary scale in 2022, effective in pay period 26 of 2021. The lump sum payment amount will be prorated for part-time employees.

Approved:

Kate Rosenberg, Mayor