OFFICIAL NOTICE AND AGENDA

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

Joint Meeting:	**FINANCE COMMITTEE and HUMAN RESOURCES COMMITTEE**
Date/Time:	**Tuesday, September 27, 2022 at 5:30 PM**
Location:	**City Hall (407 Grant Street) - Council Chambers**
FIN Members:	Lisa Rasmussen, Doug Diny, Carol Lukens, Michael Martens, Sarah Watson
HR Members	Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Kilian, Michael Martens

AGENDA ITEMS

Joint Finance & HR Item:

1 Discussion and Possible Action Approving 2023 Health, Dental, Vision and Supplemental Insurance Plan

HR Adjourns

Finance only items:

2 Minutes of the previous meeting(s): (9/13/22)

3 2021 Audit Presentation - Clifton Larson Allen

4 Discussion and possible action 2023 Business Improvement District operating plan

5 Discussion and possible action regarding Resolution hiring Booth Management Consulting for ARPA contract and related budget modification

6 Discussion & possible action approving a budget modification for completing Supplemental Site Investigation Work and a Remedial Action Options Report (RAOR) for 1300 Cleveland Ave

7 Discussion and possible action regarding sole source purchase with Flock Safety for police automated license plate readers and related technology for a one year contract with future renewals expected

8 Discussion and possible action regarding accepting the FEMA Staffing for Adequate Fire and Emergency Response SAFER Grant for the hiring of nine firefighters for a 3 year period - $3,164,763

9 Discussion and possible action regarding General Fund Financial Reports March - April 2022

10 Set Budget Meetings October 11, 19 and 20

Adjourn

Lisa Rasmussen, Finance Chair

Becky McElhaney, HR Chair

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

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

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 9/23/22 at 4:00 pm

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 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

Human Resource Committee Packet

September 27, 2022

Agenda Item
Discussion and Possible Action Approving 2023 Health, Dental, Vision and Supplemental Insurance Plan.
Background
The Human Resources Department and USI Insurance Services has worked together to renew the City's insurance plans for 2023. When the City changed to Security Health Plan medical insurance last year, Security Health Plan guaranteed a 2023 renewal rate cap of no greater than 9.5%. the City is happy with the renewal rates. Due to usage of the plan, and our ratings, if the City went to market the City would have seen an increase anywhere from a 12-15% increase. <u>Health Insurance</u> Security Health Plan renewal rate of 9.5% increase with plan or coverage changes. <u>Dental Insurance</u> Delta Dental Insurance renewal rate of 0% increase with no plan or coverage changes. <u>Vision Insurance</u> Delta Vision Insurance renewal rate of 0% increase with no plan or coverage changes. <u>Supplemental Insurances</u> No changes. <u>FSA and HSA</u> Approve adjustment of the HSA and FSA contribution limits as necessary to remain complaint with IRS and other federal regulations.
Fiscal Impact
9.5% increase for health insurance
Staff Recommendation
Approve insurance renewals as presented.
Staff contact: Anne Keenan (715-261-6632)

City of Wausau

HEALTH COVERAGE PLANS

Carrier	SecurityHealthPlan 2023 Premier HMO (Broad Network)		SecurityHealthPlan 2023 Simply One HMO (Marshfield Only)	
Provider Network/Plan Type	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible Single Family	$1,650 $3,300		$1,650 $3,300	
	If Employee contributes to the HSA, City will match the contribution annually up to $600 Employee /$1,200 Family. The City's payments will be made semi-monthly to the HSA account.		If Employee contributes to the HSA, City will match the contribution annually up to $600 Employee /$1,200 Family. The City's payments will be made semi-monthly to the HSA account.	
Coinsurance	80%		80%	
Out-of-Pocket Max Single Family	*Includes Deductible* $2,650 $5,300		*Includes Deductible* $2,650 $5,300	
Lifetime Maximum	Unlimited		Unlimited	
Office Visits Primary Care Specialist	Deductible then $30 copay then 80% Deductible then $60 copay then 80%		Deductible then $30 copay then 80% Deductible then $60 copay then 80%	
Routine/Preventive Care	100% Coverage		100% Coverage	
Inpatient Hospital Services	Ded, 80% Coins		Ded, 80% Coins	
Outpatient Hospital Services	Ded, 80% Coins		Ded, 80% Coins	
Urgent Care	Deductible then $100 copay then 80%		Deductible then $100 copay then 80%	
Emergency Room	Deductible then $200 copay then 80%		Deductible then $200 copay then 80%	
Prescription Drugs **Preventive theraputic drugs from list covered at 100%** Generic/Preferred Brand/Brand Name/Specialty	***After Deductible is Met*** $10/ $30/$60 /25% No Max		***After Deductible is Met*** $10/ $30/$60 /25% No Max	
Mail Order Drugs				
Vision	No Vision Benefit		30% off eyewear ath Marshfield Clinic Optical	
Rates per month Employee Cost Family Cost	**Premier HMO** $92.52 $284.96		**Simply One HMO** $73.70 $227.00	
Rates per month w/o wellness Single Cost Family Cost	**Premier HMO** $142.52 $334.96		**Simply One HMO** $123.70 $277.00	
Total Cost for Single Total Cost forFamily				

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES
Date and Time: Tuesday, September 13, 2022 @ 4:30 pm., Council Chambers
Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
ED Members Present: Sarah Watson, Tom, Kilian, Chad Henke, Lisa Rasmussen, and Carol Lukens
Others Present: Maryanne Groat, Liz Brodek, Randy Fifrick, Eric Lindman, Gerald Klein, Tammy Stratz, Katie Rosenberg, Lou Larson, Mary Goede, Kaitlyn Bernarde

The joint meeting was called to order by Finance Chair Lisa Rasmussen and ED Chair Sarah Watson

Update on return of State CARES funds (Stratz)
Tammy Stratz, Community Development, explained in 2020 we received several pots of funds to help small businesses or any agency that was affected by the Coronavirus. During that time we received CARES I and CARES III, and CARES II came out but went directly to the State of Wisconsin. She indicated the state asked certain grantees if they were willing to take additional funds, which we did. The funds had to be allocated according to the way we allocated the CARES I funds, which went to McDevco for small business assistance and North Central Community Action for rental assistance. After Community Action received $25,000, they gave the money back to us because they were unable to expend it and it was subsequently reprogrammed to the warming center. There is a deadline of January 31, 2023, for use of the CARES II funds, but with the rest of the funds we have until 2026. She stated the state inquired as to the status of the CARES II funds and were informed because there are still funds from the other two pots, we haven't touched this yet. The state indicated there are other communities that are building and are overrun, so if we can't use the money, it would be better for us to give it back to reallocated. She felt January was close and would rather be in the state's good graces than have them be upset with us. She questioned them if the money was returned would it be a black eye on the city, and they responded they'd rather have us return it versus taking it away.

Doug Diny questioned if there was any way to still spend the funds. Stratz indicated the problem with reprogramming funds is that it is about a three-month process. You must hold public hearings, obtain public comments, get HUD approval, and get the money out the door. She felt with a January 31st deadline it just wasn't possible in that time frame. Diny questioned how much money there was. Stratz stated CARES II is $157,932. She noted CARES 1 was $336,804 with approximately $16,000 remaining. CARES III was $100,000 and have $69,100 remaining. Stratz stated giving the CARES II funds back now gives other communities in need the time to expend the funds. *Discussion continued*.

Discussion and possible action approving T. Wall Enterprises/Foundry on Third Development Agreement (Brodek, Keith Dahl (Ehlers), Nick Patterson, Attorney Isaac Roany (T. Wall/Foundry on Third))
Lisa Rasmussen opened the floor to citizens who registered for public comment *Link to the meeting to view public comment*: *Part 1* https://www.youtube.com/watch?v=VtbotrbC8i4

The following individuals all spoke in support of the T. Wall Enterprises/Foundry on Third Development:
- Bob Tess, Chief Finance & Business Services Officer for the Wausau School District and serves on the Joint Review Board
- Tom Neal, 916 Hamilton St, former Alderperson District 4
- Dr. Keith Hilts, 415 Seymour St, Wausau School District
- John Robinson, 1226 Highland Ct, former Mayor of City of Wausau
- Tyler Vogt, 145824 Impatiens Dr, owner of Malarkey's Pub/Townies Grill, the Ugly Mug, and four buildings on the northwest side.
- Alyson Leahy, Assistant Director of the Wausau River District, Main Street Program
- Roxanne Lutgen, 1000 W Campus Dr, Vice President of Finance and General Counsel for Northcentral Technical College and serves on the Joint Review Board
- David Eckman, 200 Washington St, President & CEO of the Greater Wausau Chamber of Commerce
- Greg Fisher, 227200 Snowbird Ave, General Manger or Granite Peaks Ski Area, Chief Marketing Officer for Midwest Ski Areas, sits on the Chamber of Commerce Board of Directors, and Presidents of the CVB Board of Directors
- Mark Craig, 3246 N 8th St, Compass Properties
- Lukas Lindner, 917 Single Ave, concerned citizens
- Renae Krings, 200 Washington St, #120, proxy for Rich Poirier, President and CEO of Church Mutual Insurance Co.

- Maggie Gordon, 223809 Lakeshore Dr, Co-founder and President of Children's Imaginarium Museum
- Kristine Gilmore, 6410 Red Oak Ct, Retired Superintendent of D.C. Everest School District, and current Senior Director of Employer of Choice for Greenheck Group
- Paul Herold, 9912 Innovation Way, leads the Wausau Facility for Great Lakes Cheese
- Tim Parker, 6 N. Hill Rd, President and CEO of the Community Foundation of North Central Wisconsin.
- Jeff Stubbe, 226925 Pintail Ln, Executive Director of the Dwight & Linda Davis Foundation
- Ryan Neville, 239647 Cty Rd O, Regional President of the Marshfield Clinic Health System
- Paul David, 5801 Pine Terrace, Assistant General Counsel for Aspirus Inc.
- Ben Lee, 937 Jefferson St, representing Marathon County United Way
- Chuck Ghidorzi, One Corporate Dr, Managing Director for Wausau Opportunity Zone (WOZ)
- Ann Werth, 1501 Roosevelt St, former City of Wausau Community Development Director
- Keri Anne Connaughty, 311 N 13th St, Human Resources Director of the Samuels Group, serves on the Chamber Board of Directors, Big Brothers Big Sisters Board of Directors, the River District Business Development Committee, and volunteer with the Women's Community.

Liz Brodek, Community Development Director, thanked all the speakers for their support and commented on the business momentum that has been created from this development. She also stated Wausau is the only municipality in the region that is building multi-family housing to the scale needed to address the shortage. A healthy downtown requires 12% - 15% of all residential units in the city to be located there. Wausau's downtown has 2% -3% and this development as proposed would add approximately 20% more residences to the district than currently exist. Downtown retailers and restaurants have felt a struggle since Covid with a loss of office workers and this development doesn't just add a 9 to 5 component in terms of the 17,500 sq ft of commercial space, but also 5 to 9 customer base through the residential component. There is a need for housing for employment recruitment as well.

Brodek stated Wausau Opportunity Zone (WOZ) owns the mall site, not the city. WOZ is comprised of three foundations, the Dwight & Linda Davis Foundation, Greater Wausau Prosperity Partnership, and the Judd S. Alexander Foundation. They came together to buy the mall site to retain local ownership and do what's in the community's best interest. She explained the only reason they are coming to the city is because of the public participation financing that their chosen developer needs and zoning approval. WOZ had several criteria to select a developer and these criteria were met in T. Wall, an experienced developer. Wausau's Comprehensive Plan has a goal that the city will continue to strengthen the downtown as the heart of the city and the surrounding region, with objective one being supporting development and redevelopment, and objective two investing in downtown by encouraging high density residential use. She believed this was an agreement that protects the city and moves forward the goals, interests and objectives, and grows the tax base.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to approval of T. Wall Enterprises/Foundry on Third Development Agreement

Finance Committee - Motion by Martens, second by Watson to convene in Closed Session. Roll Call Vote: Ayes: Martens, Lukens, Watson, Rasmussen. Noes: Diny. Motion carried 4-1.
ED Committee - Motion by Henke, second by Lukens to convene in Closed Session. Roll Call Vote: Ayes: Kilian, Henke, Rasmussen, Lukens, Watson. Motion carried 5-0. *Closed Session convened in the Maple Room.*

RECONVENED into Open Session. *Meeting video Part 2* - https://www.youtube.com/watch?v=bDv8wt9uOSA

Finance Committee
Motion by Martens, second by Lukens to accept the development agreement of T. Wall Enterprises/Foundry on Third and move it forward. Motion carried 5-0.

ED Committee
Motion by Henke, second by Rasmussen to accept the development agreement of T. Wall Enterprises/Foundry on Third and move it forward. *Kilian requested a Roll Call Vote.* Ayes: Henke, Rasmussen, Lukens, Watson. Noes: Kilian. Motion carried 4-1.

Adjourn ED
Motion by Henke, second by Lukens to adjourn the Economic Development Committee. Motion carried unanimously. ED adjourned at 6:40 pm.

Finance continued.

Discussion and possible action regarding Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed $3,795,000 General Obligation Promissory Notes, Series 2022A
Lisa Rasmussen indicated Phil Cossen, of Ehlers, was available for any questions. She explained the resolution was just setting the parameters for the borrowing, but the actual debt sale and report from the sale will come to Council at a later date. This allows them to hit the market at the appropriate time.

Motion by Martens, second by Lukens to approve the resolution. Motion carried 5-0.

Discussion and possible action regarding budget modification real estate services project
Maryanne Groat explained this was discussed at the last Finance meeting, but the agenda had not specified this portion of the budget modification for real estate related to a road project being funded by the TID for $15,000.

Motion by Watson, second by Martens to approve the modification. Motion carried 5-0.

Discussion and possible action regarding budget modification parking ramp improvements
Doug Diny questioned what the downside of deferring was since we are getting very little use out of the ramps right now.

Eric Lindman stated we are on schedule with the ramps to do capital improvements and maintenance; $300,000 this year for the Sears ramp, $300,000 for the Penny's ramp next year, and the following year another $300,000 for the Jefferson ramp. He stated if they defer this, they are only pushing needed maintenance down the road which could create additional costs in the future.

Maryanne Groat noted the Sears ramp is being used by the County and it will be used by the new facility. The agreement also speaks of a skywalk to this ramp.

Motion by Watson, second by Diny to approve the budget modification for parking ramp improvements. Motion carried 5-0.

**** FINANCE COMMITTEE RECESSED AT 6:45 PM UNTIL AFTER THE COUNCIL MEETING ****

Minutes of the previous meeting(s): (8/10/22 & 8/23/22)
Motion by Watson, second by Lukens to approve the minutes of the previous meetings. Motion carried 5-0.

Discussion and possible action regarding ARPA funding requests and related budget modification - Warming Center
Lisa Rasmussen stated the committee rated the shelter plan, both for the year-round nights and for the day center. The Homeless Fulltime Project is the year-round nights and day option, and the Homeless Nights Project is 12 months of the year for a night only center and both projects scored high.

Rasmussen stated there was a time when the mall was in service there was an indoor location with heat and air-conditioning where homeless people could go. Some of the issues with that structure disappearing is that it has added pressure to places like the library and other public facilities. She indicated in her discussion with the housing coalition and representatives from Catholic Charities, they believe they will have the space and resources to stand up a program that will help us make an impact.

Michael Martens commented he was initially concerned about the how these expenses would be covered two years from now, but if this is enough of a steppingstone to get the community on board, he supports it. Rasmussen agreed it seeds the program, but she also liked that the people that were in the day center would not just be existing but would be participating in programming. She felt this programming would help them get on a path to a better life.

Motion by Watson, second by Diny to forward the Homeless Fulltime Project ARPA request to Council. Motion carried 5-0.

Discussion and possible action regarding grant management services Booth Management Consulting
Maryanne Groat explained with the funds we are getting from the Federal government' there is a lot of responsibilities as it pertains to reporting and meeting all the requirements. She stated they recently relaxed the procurement rules, but we still have a lot of responsibility in managing any subrecipients because they are carrying on a program on our behalf. She indicated she has been meeting with Liz Brodek, Randy Fifrick, Anne Jacobson to determine what these agreements should look like. They have reached out to other communities for templates as well. Groat found that Sun Prairie had gone out for competitive proposals and received three and selected Booth Management. She felt this company had a lot of expertise and it would be very helpful for us in managing our subrecipients, in seeking advice on procurement, as well as other grants going forward if we need them for advice. She noted when we've talked to our auditors, the laws on how public accounting firms can help their clients in other things outside of the audit is becoming stricter because they need to be very independent from their clients.

Groat indicated she reached out to both Sun Prairie and Madison, who gave Booth Management very strong references and felt their services were affordable. She envisioned them helping the city write the subrecipient agreements, develop the performance matrixes for the subrecipients, and help with procurement questions. One of the changes with the federal law is that now we can go to our Procurement Policy rather than the federal policies for these types of purchases and our Procurement Policy does allow piggybacking on other people's RFPs. It would be an eligible cost for ARPA as well. She noted Community Partners Campus (CPC) is very anxious to execute an agreement and we would like to get going on that.

Sarah Watson questioned if the $10,000 starting budget could come from somewhere other than ARPA. Groat indicated she could give a report on that at the next meeting. Rasmussen stated if we could obtain it through a different professional services budget, that would leave ARPA for community facing projects. Watson felt they don't find an alternative source they should score/rank it for ARPA.

Liz Brodek questioned if they can't find an alternative funding source and it comes back for scoring, would they still be able to execute the contract. She was concerned because of the timeliness request by CPC, she would like to have this ready to go as soon as possible. She felt they should not do another month delay. Rasmussen suggested if they could find out whether the source exists within the next week and if it doesn't, they could email the scoring sheet to the committee and bring it to the September 27th committee meeting for action and Council the same night. Groat stated they are billing per hour, so if they authorized going forward with just the CPC contract for approximately $1,000, she could find that amount in the budget. We could consider it a little test pilot of their services. She indicated she would bring back a permanent funding source at the next meeting.

Motion by Lukens, second byWatson to approve engaging Booth Management Consulting for the preparation of the CPC Subrecipient Agreement; and review alternative fund sources for their grant management services at the next meeting. Motion carried 5-0.

Discussion and possible action regarding entering into a Memorandum of Understanding regarding the use of ARPA funds with the Wisconsin Department of Administration and Law Enforcement Agency $136,144.07.
Lisa Rasmussen explained the Police Department has been approved for an allocation of state ARPA funds for law enforcement use, primarily training and equipment. They have submitted a list of needs that could be fulfilled with the funds. One of the needs on the list is something they requested through the 2023 CIP, so this would take care of it without using CIP which is already struggling.

Sarah Watson questioned if there would be any public match required. Rasmussen stated there would not. Michael Martens indicated his only concern was that there would be a $50,000 ongoing cost after the first year for the automated license plate recognition cameras. Rasmussen stated PD has proposed doing a one-year trial and report back to the committee with data as far as how effective it is to decide if we want to continue it.

Cpt Ben Graham stated it would come with an additional $50,000 for subsequent years, but for year one the $57,000 would cover approximately 20 cameras. He stated there were 20 agencies plus in the state that currently have the cameras in their community and there is one in Rib Mountain and the Marathon County Sheriff's Office is getting four more. This technology is great for prevention and also to deal with crime after it has been committed in resolving cases that we otherwise would not be able to resolve.

Watson questioned if the ongoing cost was for software or additional cameras. Graham stated the cameras are leased and the ongoing cost is $2,500 per year, per camera.

Motion by Watson, second by Lukens to approve the MOU and related budget. Motion carried 5-0.

Adjourn Finance
Motion by Lukens, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:43 pm.

OPERATING PLAN
FOR
CALENDAR YEAR 2023
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF
WAUSAU, WISCONSIN

OPERATING PLAN FOR CALENDAR YEAR 2019
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF WAUSAU, WISCONSIN

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OPERATING PLAN FOR CALENDAR YEAR 2019
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF WAUSAU, WISCONSIN

I. INTRODUCTION

Under Wisconsin Statute section 66.1109, (the "BID Law") cities are authorized to create Business Improvement Districts ("BIDs") upon the petition of at least one owner of property used for commercial purposes within the District. The purpose of the BID Law is ". . .to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities." 1983 Wis. Act 184, Section 1, legislative declaration.

BID assessments are similar to traditional special assessments wherein property owners are assessed for improvements or services that benefit them. Unlike the traditional special assessments, however, BID assessments can be used to finance a wider range of activities, services and improvements such as The River District activities, special events, business retention, expansion and recruitment, promotions and marketing, and seasonal street decorations.

Pursuant to BID Law, an operating plan ("Operating Plan") must be presented to all property owners of the proposed City of Wausau, Wisconsin Business Improvement District No. 1 (the "District"). The Operating Plan must show the services to be offered by the District, expenditures by the District, the special assessment method applicable to properties within the District for the second year of the BID, and other requirements of the BID Law.

II. DISTRICT BOUNDARIES

The Business Improvement District area shown in the map located in Appendix A, which is attached hereto and incorporated herein by this reference. This entire area represents the heart of Wausau's central business district. The area also encompasses the area designated as the River District Wausau.

III. OPERATING PLAN

A. Plan Objectives

The objective of the Wausau River District, Inc. is to further promote the development, redevelopment, operation, and promotion of the River District for the physical and economic benefit of all business and property owners within the BID as well as the entire Wausau community through the partial financing of the operating budget of Wausau River District, Inc. This is to occur in conjunction with the continued funding of these efforts by the City of Wausau.

Wausau River District, Inc. was accepted into the Wisconsin Main Street Program in 2002. Each year the program is provided three architectural drawings, available to any business or commercial property owner in the River District, by the Wisconsin Main Street Program. The Program also provides a maximum of two on-site business assistance visits and a one-day technical assistance visit, available to any business or commercial property owner in the River District. In addition, Wausau River District, Inc. holds regular committee meetings and listening sessions.

The Main Street Program assists the organization of many beneficial and enjoyable events, such as Dining on the Street, Sidewalk Sales, and Small Business Saturday. These events have attracted locals and visitors alike to the River District.

Wausau River District, Inc. continues to adopt and undertake work plans to develop and promote the River District as an exciting place to live, learn, work and play, through collaborative efforts that involve area businesses, public and private institutions and property owners.

B. Proposed Activities

With the funding from the BID, the Main Street Program is planning for 2023 the following programs, either directly, or through cooperative efforts area businesses and the City of Wausau:

I. Business Development

a. Administer Sign Grant Program.
b. Administer the direction sign program.
c. Advocate for a change in focus on parking as an economic incentive
d. Provide support for organizations that are actively recruiting businesses to the River District.
e. Develop Business Resource Guide.
f. Maintain website, database and inventory of properties, businesses, and District stakeholders.
g. Renew and expand the Friends of the River District program
h. Maintain River District vacant property listings on website.
i. Develop and coordinate Dining on the Street event series.
j. Develop and coordinate Downtown Employee Appreciation Week.
k. Develop and coordinate Exhibitour, Sidewalk Sales, Holiday Open House Weekend and Small Business Saturday
l. Coordinate promotions and advertising campaigns through the development and placement of print, online, television and/or radio advertisements for Dining on the Street, Sidewalk Sales, Holiday Open House, and Small Business Saturday.
m. Support special events that occur within the district
n. Participate in the Small Business Expo
o. Partner with Festival of the Arts to bring foot traffic into storefronts
p. Enter in at least 3 categories annually for State Main Street Awards.
q. Advocate for more pedestrian-friendly streets.
r. Coordinate general promotional efforts for River District businesses and events, including purchasing ads with various hotels, amenities, and digital platforms.
s. Promote the Main Street program via the website, press releases, presentations with community groups, informational brochures, e-newsletters, etc.
t. Develop partnerships with and among Wausau River District stakeholders.
u. Develop and distribute State of the Wausau River District Report/Market Profile to stakeholders.
v. Update, reprint and redistribute River District Market Profile annually.
w. Communicate regularly with Wausau River District stakeholders in person (when safely allowed) and via e-mail, phone, in-person, and other correspondence.

II. Placemaking

a. Enable creative patterns of use of public spaces in the River District.
b. Develop and coordinate the downtown history walk.
c. Development of a walking trail map
d. Advocate for the restoration of the remnants of Memorial Bridge
e. Continued work with Wausau Pride to implement another year of programming and assist in their establishment as a separate organization.
f. Planning and implementing a winter dance event and 715 Day events
g. Publish weekly promotional emails (Hot Happenings in the River District).
h. Coordinate seasonal displays including the umbrellas over third street and holiday lights
i. Work with local entities to identify and design street pole banners to showcase Wausau's diversity
j. Continued selling of Wausau/Wausau River District merchandise.
k. Maintenance and upkeep of Walk You Bike seals
l. Coordinate spring cleanup event.
m. Coordinate content for the 400 Block sign.

III. Residential Development

a. Develop an inventory of River District residential offerings.
b. Promote residential listings that are available.
c. Advocate for residential development and increased density with ½ mile radius of our district.
d. Engage in community outreach to learn from current property owners and investor and educate them about our work.
e. Promote redevelopment resources to area landlords, highlight and showcase example of beneficial redevelopment.
f. Advocate for a housing study
g. Implement a live downtown image campaign
h. Gather and distribute data on economic impact of housing redevelopment.
i. Ensure quality design standards in future redevelopment.

IV. Organizational Administration

a. Maintain National Main Street Accreditation.
b. Monitor Room Tax and BID legislation.
c. Identify and engage Friend of the River District partners.
d. Continue to diversify funding sources.
e. Research and apply for various revenue streams through which to additionally support organizational operations.
f. Recruit, train, and orient new board and committee members.
g. Coordinate neighborhood meetings with Wausau Police Department.
h. Engage in meetings with community groups.
i. Develop and Coordinate our Youth Board member program.
j. Distribute News You Need to River District stakeholders.

Based on resources, time and BID Board discretion, some of these programs may not be fully implemented. The BID Board acknowledges that the Main Street Program may conduct other activities similar to those above, to carry out the objectives identified above. The BID Board further acknowledges that the Main Street Program may not achieve full completion of all of the activities outlined above. In addition, the BID shall have all powers granted under the BID Law, including to collect the assessments provided herein, and to carry out the purposes of this Operating Plan.

C. Expenditures and Financing Method

The operating budget for the District is $74,160.00 which will be collected through the BID assessment. The BID expenditure represents the partial funding of the 2023 Main Street Program, Wausau River District, Inc. This funding will be made upon written request from Wausau River District, Inc. to the extent of funds collected by the City of Wausau pursuant to the assessment levied hereby. The projected revenue and expenditures for year 2023 of Wausau River District are identified on Appendix B, which is attached hereto and incorporated herein. The actual budget will be adjusted if the actual revenue received is less than projected. The adjustments could include revising or eliminating individual budget line items as determined by the BID Board of Directors. Expenditures are intended to be made in a fair and equitable basis throughout and for the benefit of the entire District. In the event that a surplus exists at the end of any fiscal year, the monies may be carried over for expenditures in subsequent years.

The Operating Budget for any BID year will be subject to the approval of the City of Wausau, as set forth in Wisconsin Statutes section 66.1109. While this budget does not, the BID Board acknowledges that if any year's annual operating budget exceeds the prior year's annual operating budget by 4% or more, such budget must be approved by a 2/3 majority of the entire District Board. No capital improvements are currently planned by the District. For the purpose of this Operating Plan, "capital improvement" means any physical item that is permanently affixed to real estate including, without limitation, street lighting and sidewalk improvements. The term "capital improvement" shall not include, among other things, any maintenance equipment or supply, any communications equipment, any vehicles, any seasonal improvement or any holiday lighting or decoration. After the District Board has approved the annual operating plan and budget, they will be sent to the City for approval, adoption and inclusion in the City's annual budget for the following year.

The District may not borrow funds.

The District will continue to support Wausau River District's efforts to solicit gifts, grants and other voluntary contributions from parties outside the Main Street Program boundaries.

D. Organization of the District Board

The Mayor shall appoint members, who will culturally represent Wausau's diverse communities, to the District Board (the "Board"), and the Wausau City Council will act on the confirmation of such appointments. The Board shall be responsible for implementation of this Operating Plan. This requires the Board to negotiate with providers of services and materials to carry out the Operating Plan; to enter into various contracts; to monitor the effectiveness of the District's activities, to aid compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of District assessments.

Wisconsin Statutes section 66.1109(3)(a) requires that the Board be composed of at least five members and that a majority of the Board members shall either own or occupy real property in the District. If the actual property or business owner is an entity, that entity shall designate a representative to act on its behalf.

The Board shall be structured and operate as follows:

1. Board Size – 11 members.

2. Composition –

   Business Owners – four members, representing owners of commercial business in the area;

   Property Owners – five members, representing owners of commercial property in the area;

   Government – one member, representing the City of Wausau; and

   Wausau River District, Inc. – one member, representing Wausau River District, Inc., Inc.

   In addition, the following representatives shall be appointed by the Mayor who shall not be formal members of the Board and therefore cannot vote, but who will represent the following constituency, and advise the Board, and shall be notified of all Board meetings, shall be able to attend such Board meetings and give input to the Board:

   Board of Main Street Wausau, Inc. – all members (without votes) of the Board of Directors of Main Street Wausau, Inc.

3. Term – Appointments to the Board shall be two classes (of five and six members per class respectively) for staggered periods of two years.

4. Compensation – None.

5. Open Meetings Law – All meetings of the Board shall be governed by the Wisconsin Open Meetings Law if and as legally required.

6. Record Keeping – Files and records of the Board's affairs shall be kept pursuant to the Wisconsin Public Records Law.

7. Staffing and Office – To be determined as necessary.

8. Meetings – The Board shall meet regularly, at least once every three months. An annual meeting will be planned for all property/business owners.

9. Executive Committee – The Board shall elect from its members a chair, a vice-chair, a secretary, and a treasurer who shall comprise an Executive Committee of the Board. The Executive Committee of the Board shall be authorized to oversee the day-to-day operations of the District, including the execution of minor contracts, and the signing of checks, subject to the controls adopted by the Board.

10. Committees – To be determined as necessary.

11. Non-Voting Advisors – The Board will have non-voting advisors, as identified above.

12. Powers – The Board shall have all powers necessary and convenient to implement the Operating Plan, including the power to contract.

13. Annual Report – The Board shall prepare and make available to the public annual reports, including an independent certified audit conducted by the City of Wausau, as required by the BID Law.

IV. METHOD OF ASSESSMENT

A. Annual Assessment Rate and Method

The annual assessment for District operating expenses will be in direct proportion to the equalized assessed value of that property within the District.

The total assessment for each assessed parcel is formulated as follows:

1. Divide the proposed annual District budget by the total assessed valuation (as reflected on the City's tax rolls) of all property within the District that is subject to assessment as provided by law.

   (Note - this quotient shall expressed to the nearest 1/10,000 and be referred to so the "BID Mil Rate")

2. Multiplying the BID Mil Rate by the assessed valuation of each Assessable Property (as defined herein), the product of which shall be the District's initial assessment of that Assessable Property, but shall be subject to the adjustments set forth in Section IV.A.3 below.

3. Notwithstanding the foregoing, the total of the District's assessment for each Assessable Property shall not exceed $3,090.00 nor be less than $309.00, which is computed using the following steps:

   a. first, all Assessable Properties whose initial assessment is less than $309.00 shall have their assessment adjusted to $309.00;
   b. second, any excess assessment created by the adjustment made in subsection a. shall be applied to reduce the initial assessment of all other Assessable Properties within the District;
   c. third, all Assessable Properties whose initial assessment is greater than $3,090.00 shall have their initial assessment adjusted to $3,090.00;
   d. fourth, any deficit of assessment created by the adjustments made in subsection c. shall be allocated among all other Assessable Properties on a proportionate basis, this basis being equivalent to what the total assessed value of Assessable Property bears to the total assessed value of all Assessable Properties in the District.

4. Use of each Assessable Property as of January 1 in the year of assessment, as reflected in the records of the Assessor for the City of Wausau, shall control for purpose of the District's assessment.

For purposes of this Operating Plan, an "Assessable Property" shall be defined as a parcel of land subject to assessment hereunder and under the BID Law, with a separate Tax Key Number, as identified in the City of Wausau's Assessor's Office.

The BID assessment is hereby levied by the City of Wausau, which shall be a lien against each of the tax parcels of real property contained in the District, unless exempted as identified herein, under the power of Wisconsin Statutes Chapter 66. Such special assessments are hereby levied by the City of Wausau by adoption of this BID Plan. The city comptroller is authorized to include the BID assessment on bills for properties subject to the assessment within the designated Improvement District for calendar year 2019.

The City of Wausau shall collect such BID assessments and shall provide to the BID Board an accounting of the amounts received and the tax key numbers for which they are collected. All assessments shall be placed in a segregated account in the City's treasury. The City shall disburse the funds when the BID Board requisitions payments for its expenses that are authorized by the BID Operating Plan. All interest earned by virtue of temporary investment of funds in the BID account shall remain in the account for activities delineated in the BID Operating Plan.

All assessments hereby levied shall be due and payable on or before the due date of the first installment of real estate taxes on the properties assessed hereby. No assessments levied hereby may be paid in installments.

B. Excluded and Exempt Property

The BID statute requires explicit consideration of certain classes of property. In compliance with the law, the following statements are provided.

1. Wisconsin Statutes section 66.1109(1)(f) 1m: The District will not contain property used exclusively for manufacturing purposes.

2. Wisconsin Statutes section 66.1109(5)(a): Property used exclusively for residential purposes will not be assessed.

   Property exempt from general real estate taxes, for the calendar year in which the BID Operating Plan is adopted, are hereby excluded from the District by definition, even though the boundaries of the District would otherwise include them. Owners of tax exempt property adjoining the District and expected to benefit from District activities will be asked to make a financial contribution to the District on a voluntary basis. In addition, those tax exempt properties adjoining the District which are later determined no longer to be exempt from general property taxes, and tax exempt properties whose owners consent in writing to be assessed, shall automatically become included within the District and subject to assessment under any current operating plan without necessity to undertake any other act.

V. **PROMOTION OF ORDERLY DEVELOPMENT OF THE CITY**

Under Wisconsin Statutes section 66.1109(1)(f) 4, this Operating Plan is required to specify how the creation of the District promotes the orderly development of the City. The District will increase the vitality of the Main Street Program Area and central business district and, consequently, encourage commerce in the City. Increased business activity in the City will increase sales tax revenues and property tax base.

<u>City Role in District Operation</u>

The City has committed to assisting owners and occupants in the District to promote its objectives. To this end, the City has played a significant role in creation of the District and in the implementation of the Operating Plan. In furtherance of its commitment, the City shall:

1. Maintain services to Wausau River District at their current levels;

2. Maintain the City's current financial commitment to Wausau River District, Inc. for $26,591.00 per year in funding;

3. Handle the billing and collection of the BID assessment as provided herein;

4. Have the City Attorney make a legal opinion that the BID Operating Plan complies with the requirements of the BID Law; and

5. Annually perform an independent certified audit of the implementation and operating plan pursuant to section 66.1109(3)(c) of the BID Law.

VII. **FUTURE YEAR OPERATING PLANS**

A. <u>Changes</u>

This Operating Plan is designed to authorize and control the BID for only its 2023 activities.

Wisconsin Statutes Section 66.1109(3)(b) requires the Board and the City to annually review, approve, and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms proposed activities, information on specific properties, budget amounts and expenditures are based solely upon current conditions. Subsequent years' activities, budget, and assessments will be provided in the required annual plan updates, and approval by the Common Council of such plan updates shall be conclusive evidence of compliance with this Operating Plan and the BID Law.

B. <u>Amendment, Severability and Expansion</u>

The District has been created under authority of Wisconsin Statutes section 66.1109. Should any court find any portion of this Operating Plan, or the BID Law invalid or unconstitutional its decision will not invalidate or terminate the District and this Operating Plan shall be amended to conform to the law without need of re-establishment.

C. Automatic Termination Unless Affirmatively Extended

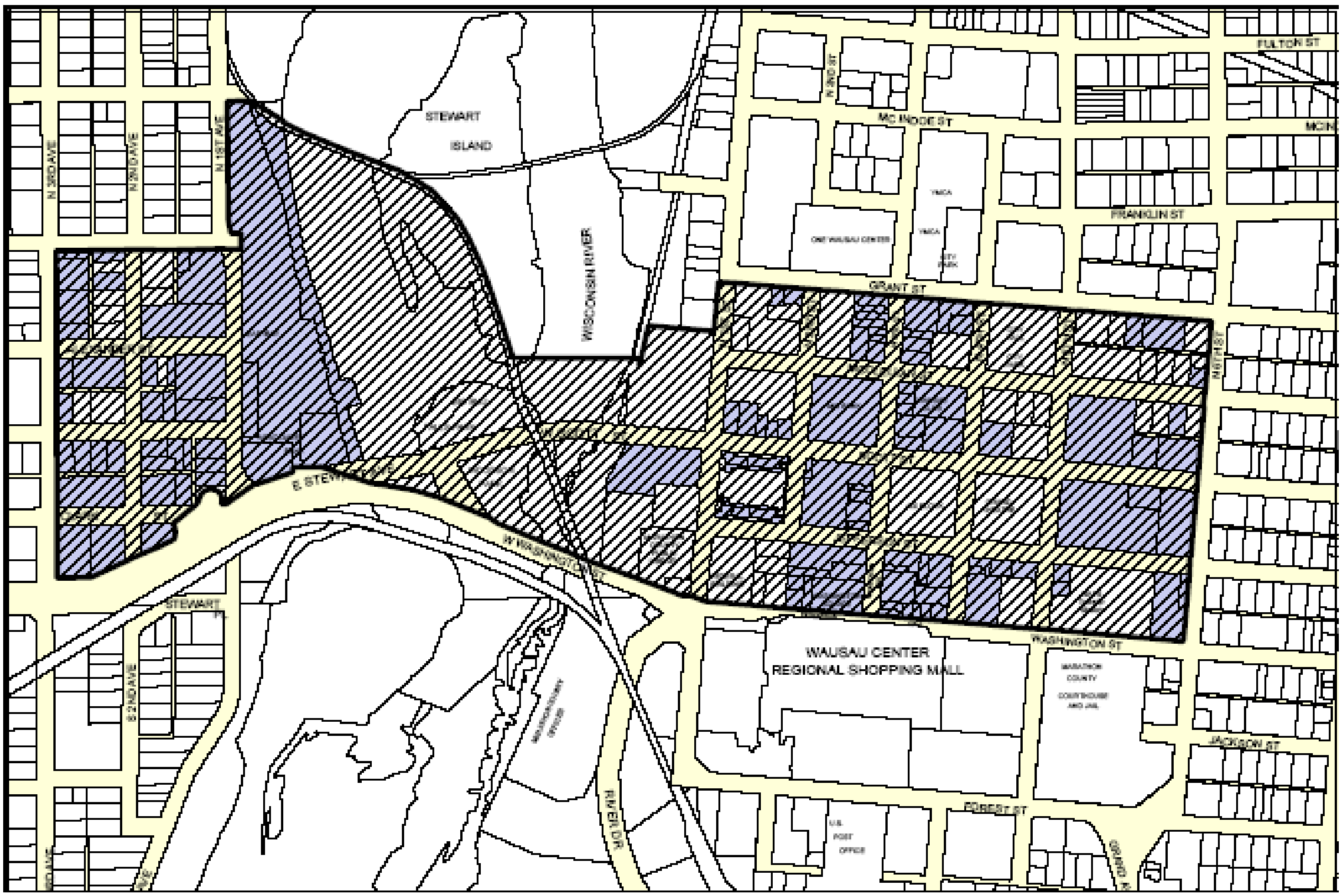
The District Board shall not incur obligations extending beyond 2023.

VI. **GENERAL**

All exhibits referenced herein are incorporated herein by reference.

APPENDIX A

RIVER DISTRICT MAP



APPENDIX B

WAUSAU RIVER DISTRICT, INC.	General Fund	Placemaking	Residential	Business	Admin	TOTAL
REVENUES						
Grants	$ 26,591					26,591
BID Funds	$ 74,160					74,160
Other (Sponsorships, advertising)	$ 130,765					130,765
Total Revenues	$ 231,516	$ -	$ -	$ -	$ -	231,516
EXPENDITURES						
Administration:					106,966	106,966
Projects:		58,900	2,100	63,550		124,550
TOTAL EXPENDITURES		58,900	2,100	63,550	106,966	231,516
Excess (Deficiency) of Revenues over Expenses						

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

RESOLUTION OF THE FINANCE COMMITTEE			
Approving and Adopting the Budget for professional services related to ARPA subrecipient contract and procurement advisory services			
Committee Action:	Approved 4-0		
Fiscal Impact:	$10,000		
File Number:	21-1109C	**Date Introduced:**	September 27, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☒No☐	
	Included in Budget:	Yes☐No☒	*Budget Source: Economic Development Fund*
	One-time Costs:	Yes☒No☐	*Amount: $10,000*
	Recurring Costs:	Yes☐No☒	*Amount:*
SOURCE	*Fee Financed:*	Yes☐No☒	*Amount:*
	Grant Financed:	Yes☒No☐	*Amount:*
	Debt Financed:	Yes☐No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☐No☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the City of Wausau has received approximately $15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting, procurement, performance and eligible uses; and

WHEREAS, the City has authorized multiple ARPA projects with subrecipient entities to further the objectives of the ARPA plan; and

WHEREAS, expertise in crafting subrecipient agreements and performance measures and procurement is needed to ensure grant compliance; and

WHEREAS, the City of Sun Prairie conducted a formal RFP process to secure ARPA consulting services and entered into a contract with Booth Management Consulting based upon their experience and reasonable pricing; and

WHEREAS, the City of Wausau wishes to join the City of Middleton and piggyback onSun Prairie's contract with Booth Management Consulting; and

WHEREAS, the City of Sun Prairie and Middleton have reported very positive experiences with Booth Management Consulting; and

WHEREAS, the City will only be invoiced for services used; and

WHEREAS, costs associated with the administration and management of ARPA funds is an eligible cost; and the committee elected to fund from other sources; and

WHEREAS, the Economic Development Fund has approximately $286,000 of reserves; and

WHEREAS, your Finance Committee has recommended executing a contract with Booth Management and has recommended a budget modification to fund the services from the Economic Development Fund Reserves:

GL Code		Description	Period	Amount
125	225492190	TRANSFER FOR ARPA CONSULTING	09	$10,000.00
125	33429	RESERVES	09	-$10,000.00

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

Approved:

____

Katie Rosenberg, Mayor

EXHIBIT A

	1. Public Health	2. Negative Economic Impacts	3. Services to Disportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total
Landmark Project		$ 350,000				$ 350,000
2022 Budget:						
Public Access Server for Closed Caption			49,224			49,224
Internet Firewall Replacement					33,800	33,800
Core Switch Replacement					50,000	50,000
Financial ERP Software Replacement					850,000	850,000
Drinking Fountain Replacement Parks	81,000					81,000
2022 Resolutions						
Temporary Water Supplies					230,000	230,000
PFAS Pilot Study				240,375		240,375
LED Street Lighting Conversion					881,971	881,971
Skate Park		225,000				225,000
EEC Negative Economic Impact		84,100				84,100
CCITC - Fiber Connection Project					140,000	140,000
Community Outreach Specialist Position		140,000				140,000
FireFighter Positions		501,000				501,000
Obligated	$ 81,000	$ 1,300,100	$ 49,224	$ 240,375	$ 2,185,771	$ 3,856,470

AGREEMENT

BETWEEN THE CITY OF WAUSAU

AND

BOOTH MANAGEMENT CONSULTING

Title: American Rescue Plan Act (ARPA) Grant Administration

Department:

Start Date: Click or tap to enter a date.

End Date: Click or tap to enter a date.

TABLE OF CONTENTS

CONTRACT FOR PURCHASE OF SERVICES

I. NOTICE TO CONTRACTORS

A. PARTIES

This is a contract between the City of Wausau, located in ___ County, Wisconsin, hereinafter referred to as "City", and Booth Management Consulting, of Columbia , MD, hereinafter referred to as "Contractor".

The Contractor is a:
(To be completed by Contractor and copy of Contractor's W9 shall be given to the City of Wausau Administrative Services Department)

☐Corporation
☐General Partnership
☐Limited Liability Company
☐LLP
☐Sole Proprietor
☐Unincorporated Association
☐Other: ______________________

B. PURPOSE

The purpose of this contract is as set forth in Section 3.

C. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s): as outlined in the scope of services and the attached "American Rescue Plan (ARP) Grant Administration, and Compliance Services Pricing."

D. TERM AND EFFECTIVE DATE

This contract shall become effective upon execution by the Mayor, on behalf of the City of Wausau unless another effective date is specified in the attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Wausau. The term of this contract shall be from Click or tap to enter a date. to Click or tap to enter a date..

E. ENTIRE AGREEMENT

This contract for purchase of services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

F. ASSIGNABILITY/SUBCONTRACTING

Contractor shall not assign or subcontract any interest of obligation under this contract without the City's prior written approval. All of the services required hereunder will be performed by the Contractor and employees of the Contractor.

G. DESIGNATED REPRESENTATIVE

1. Contractor designates Robin Booth as contract agent with primary responsibility for the performance of this contract. In case this contract agent is replaced by another for any reason, the Contractor will designate another contract agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set for in Section O, Notices.

2. In the event of the death, disability, removal, or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent or may terminate this agreement under Section Y, at its option.

H. PROSECUTION AND PROGRESS

1. Services under this agreement shall commence upon written order from the City to the contractor. This order will constitute authorization to proceed.

2. The Contractor shall complete the services under this agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

3. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

4. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the city with each invoice under Section X of this agreement, and at such other times as the City may specify.

5. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

I. AMENDMENT

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

J. EXTRA SERVICES

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section X. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section C, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total contract price, as set forth in Section W, unless the contract is amended as provided in Section I above.

K. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

L. NON-DISCRIMINATION

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment regardless of age, ancestry, arrest and conviction record, color, creed, disability, genetic testing, honest testing, marital status, membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state, national origin, pregnancy or childbirth, race, religion, sex (including sexual harassment), sexual orientation, and use or nonuse of lawful products off of the employer’s premises during nonworking hours.

M. SEVERABILITY

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

N. NOTICES

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties listed below:

FOR THE CITY:

FOR THE CONTRACTOR:

Robin Booth, CPA
7230 Lee Deforest Dr., Suite 103
Columbia, MD 21046

O. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING

It is agreed that the Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides services under this contract are employees of the Contractor and are not employees of the City of Wausau.

Contractor shall provide its taxpayer identification number (or social security number) to the _____, prior to payment. The Contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

P. GOODWILL

Any and all goodwill arising out of this contract insures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

Q. THIRD PARTY RIGHTS

This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

R. AUDIT AND RETAINING OF DOCUMENTS

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of service under the terms of this contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee.

S. CHOICE OF LAW AND FORUM SELECTION

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

T. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall become familiar with and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

U. CONFLICT OF INTEREST

1. The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
2. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this Agreement.

V. COMPENSATION

Compensation for professional services shall be at the contactor's hourly rates as listed in the attachment: "_____." Rates will remain firm during the term of this Agreement. It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed $______.

W. BASIS FOR PAYMENT

1. GENERAL

1) The City will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section V of this contract. The City will pay the Contractor for completed and approved “extra services”, if any, if such “extra services” are authorized according to the procedure established in this section. The rate of payment for “extra services” shall be the rate established in this contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.

2) The Contractor shall submit invoices, in the form or format approved by the City, specified in the Scope of Services, Section C of this contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this Agreement.

3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.

4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.

5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.

6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.

7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section I, AMENDMENT.

8) The City will not compensate for unsatisfactory performance by the Contractor.

2. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE

1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section O, NOTICES.

2) The City may, by written order, request extra services or decreased services, as defined in Section J of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section C of this Agreement, including any amendments under Section I of this Agreement.

3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section O of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.

4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

X. DEFAULT/TERMINATION

1. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unresolved for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.

2. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor within ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

Y. INDEMNIFICATION

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Wausau. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Wausau or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Consultant, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to the City of Wausau under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse City of Wausau, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Wausau, or any of its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Z. INSURANCE

INSURANCE REQUIREMENTS
(Professional)

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance – The Contractor shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor/Consultant shall provide statutory covers for work related injuries and employer's liability insurance with limits of $100,000 each accident, $500,000 disease policy limit, and $100,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance – The Contractor/Consultant shall provide and maintain the following commercial general liability and automobile liability insurance: ______

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

Limits – The Contractor/Consultant shall maintain limits no less than the following:

1. General Liability – _____ dollars ($_____) per occurrence ($____ general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – _____ dollars ($_____) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Professional Liability – _____ dollars ($_____) per claim and annual aggregate.

Required Provisions – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Wausau.
2. Acceptability of Insurers: Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
3. Additional Insured Requirements: The following must be named as additional insureds on the General Liability and Business Automobile Liability Policies for liability arising out of project work: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products/Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.
4. Certificates of Insurance acceptable to the City of Wausau shall be submitted prior to commencement of the work to the applicable department. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City of Wausau.

Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Wausau. At the option of the City of Wausau, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Wausau Administrative Services Department, a certificate of insurance (Acord Form 25-S) signed by the insurer's representative as well as endorsements evidencing the coverage required by this agreement. CG 20 10 11 85 covers all bases OR Form CG 20 10 07 04 for ongoing work exposure AND Form CG 20 37 07 04 for products-completed operations exposure. Contractor will also provide form CG 28 04 10 93, Earlier Notice of Cancellation with 30 days' notice.

Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work – Until the completion and final acceptance by the City of Wausau of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors – In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

AA. EQUAL BENEFITS

Equal Benefits. Section 3.13 (5) of the City of Wausau Code of Ordinances requires that Consultant comply and provide a certificate of such compliance with the following requirements:

1) Equal Benefits Requirement. For the duration of this Agreement, the Consultant agrees to offer benefits to employees with domestic partners that are equal to the benefits offered to married employees with spouses, as defined by and in compliance with Section 3.13 of the City of Wausau Code of Ordinances. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. Equal benefits shall include benefits to the dependents of a domestic partner if benefits would be available to the dependents of the employee or spouse.

2) Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Consultant is unable to provide the benefit, the Consultant shall provide the employee with the cash equivalent of the benefit.

3) Proof of Domestic Partner Status. The Consultant may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits.

4) Notice Posting, Compliance. The Consultant shall post a notice informing all employees of the equal benefit requirements of this Agreement, the complaint procedure, and agrees to produce records upon request of the City.

5) Sub-consultants. Consultant shall require all sub-consultants, the value of whose work is twenty-five thousand dollars ($25,000) or more, to provide equal benefits in compliance with Section 3.13 of the City of Wausau Code of Ordinances."

BB. OWNERSHIP OF CONTRACT PRODUCT

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by the City, whether as author (as a Work Made for Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made for Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this contract, the Contractor hereby assigns to the City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

CC. PUBLIC RECORD LAW COMPLIANCE

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contacts.

1. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered, or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due

to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.

2. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

DD. LIVING WAGE (Applicable to contracts exceeding $5000)

Unless exempt, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than minimum hourly wage.

EE. WEAPONS PROHIBITION

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this contract, other than while at the Contractor's or subcontractor's own business premises. The requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this contract, except vehicles that are employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

FF. IT NETWORK CONNECTION POLICY

If this Contract includes services such as software support, software maintenance, network services, system development services and/or will require a network connection to the City network, is hereby incorporated and made a part of this contract and Contractor agrees to comply with the City's computer use policy.

GG. AUTHORITY

Contractor represents that it has the authority to enter into this contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that s/he has been duly authorized to bind the Contractor and sign this contract on the Contractor's behalf.

HH. COUNTERPARTS, CONTRACT DELIVERY

This contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Executed copies of the originally signed contract must be delivered or mailed to the City of Wausau's Clerk's Office. Copies of the contract exchanged by facsimile, electronic scanned copy or similar technology shall not be considered a valid signed contract.

II. SCOPE OF SERVICES

The Scope of Work shall include, but not necessarily be limited to the work described herein. Click or tap here to enter text.

III. REQUIRED FORMS FROM CONTRACTOR

A. Signature Affidavit
B. Receipt of Forms and Submittal Checklist
C. Contractor Profile
D. References
E. Insurance and Indemnification, including Endorsements
F. Contract Fees
G. Sustainability Questionnaire
H. Vendor's Proposal as Accepted by City

IN WITNESS WHEREOF, the parties hereto have set their hands as of this ______ day of ____________, 20__.

CITY OF WAUSAU
a municipal government

By:__________________________________
_______, Mayor

Date: ________________________________

By: _________________________________
_________, City Clerk

Date: ________________________________

Approved as to Form:

By: _________________________________
________________, City Attorney

Date: ________________________________

CONTRACTOR

__Booth Management Consulting, LLC__
(Name of Contracting Entity)

By: _________________________________
(Signature)

____
(Print Name and Title of Person Signing)

Date: ______________________

By: _________________________________
(Signature)

____
(Print Name and Title of Person Signing)

Date: _________________________

Approved as to Fiscal Issues:

By: ________________________________
___________, Finance Director
(Comptroller/Treasurer)

Date: _______________________________

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for professional services related to supplemental site investigation and remedial action options report from GEI

Committee Action:	Pending
Fiscal Impact:	$29,600
File Number:	21-1109B
Date Introduced:	September 27, 2022

FISCAL IMPACT SUMMARY

COSTS	*Budget Neutral*	Yes☒ No☐	
	Included in Budget:	Yes☐ No☒	*Budget Source: Environmental Fund Reserves*
	One-time Costs:	Yes☒ No☐	*Amount: $29,600*
	Recurring Costs:	Yes☐ No☒	*Amount:*
SOURCE	*Fee Financed:*	Yes☐ No☒	*Amount:*
	Grant Financed:	Yes☒ No☐	*Amount:*
	Debt Financed:	Yes☐ No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☐ No☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the City of Wausau is working cooperatively with the Wisconsin Department of Natural Resources to characterize the ground water at 1300 Cleveland Avenue; and

WHEREAS, the City received a proposal from GEI Consultants, Inc to perform supplemental site investigation and remedial action planning services as outlined in the attached proposal for a cost not to exceed $29,600; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to fund the services from the Environmental Fund Reserves:

GL Code		Description	Period	Amount
128	228092190	OTHER PROFESSIONAL SERVICES	09	$29,600.00
128	33429	RESERVES ENVIRONMENTAL FUND	09	-$29,600.00

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

Approved:

____

Katie Rosenberg, Mayor

EXHIBIT A

	1. Public Health	2. Negative Economic Impacts	3. Services to Disportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total
Landmark Project		$ 350,000				$ 350,000
2022 Budget:						
Public Access Server for Closed Caption			49,224			49,224
Internet Firewall Replacement					33,800	33,800
Core Switch Replacement					50,000	50,000
Financial ERP Software Replacement					850,000	850,000
Drinking Fountain Replacement Parks	81,000					81,000
2022 Resolutions						
Temporary Water Supplies					230,000	230,000
PFAS Pilot Study				240,375		240,375
LED Street Lighting Conversion					881,971	881,971
Skate Park		225,000				225,000
EEC Negative Economic Impact		84,100				84,100
CCITC - Fiber Connection Project					140,000	140,000
Community Outreach Specialist Position		140,000				140,000
FireFighter Positions		501,000				501,000
Obligated	$ 81,000	$ 1,300,100	$ 49,224	$ 240,375	$ 2,185,771	$ 3,856,470

Department of Public Works

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

TO: Finance Committee

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

DATE: September 27, 2022

SUBJECT: WDNR 1300 Cleveland Supplemental Site Investigation & RAOR – Budget Modification

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The WDNR has determined additional site investigation is required in order to adequately characterize the groundwater. The WDNR is requiring a groundwater sample from each monitoring well and the groundwater be tested for PFAS. This scope of services also includes the preparation of a Remedial Action Options Report (RAOR). The proposal from GEI for the completion of the additional site investigation work and preparing the RAOR is attached for your review and the total cost of the work is $29,600. Funding is proposed to come from the environmental fund.

Staff recommends approval of the budget modification for completion of the proposed work to continue to move towards closure of this site.

Consulting
Engineers and
Scientists

GEI Consultants

September 26, 2022

VIA EMAIL: eric.lindman@ci.wausau.wi.us

Mr. Eric Lindman
Director of Public Works & Utilities
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

Re: Proposal for Supplemental Site Investigation and Remedial Action Planning Services, Wausau Business Incubator (Former), 1300 Cleveland Avenue, Wausau, Wisconsin 54403 – WDNR BRRTS# 02-37-587081

Dear Mr. Lindman,

GEI Consultants, Inc. (GEI) has prepared this proposal to outline a scope, cost, and schedule for supporting the City of Wausau (City or Client) with Supplemental Site Investigation (SI) and Remedial Action Planning services related to the Wausau Business Incubator (Former) site at 1300 Cleveland Avenue in the City of Wausau, Marathon County, Wisconsin (the "site"). The site is being investigated under the Wisconsin Department of Natural Resources (WDNR's) Bureau for Remediation and Redevelopment Tracking System (BRRTS) No. 02-37-587081.

GEI, on behalf of the City, previously completed an SI and documented the results in a Site Investigation Report (SIR) that was issued to the WDNR on February 15, 2022. The WDNR subsequently reviewed and provided comments on the SIR in a letter dated April 28, 2022. The WDNR generally agreed with GEI's conclusions presented in the SIR that the degree and extent of soil and groundwater impacts had been adequately defined at the site. However, because Per-and Polyfluoroalkyl Substances (PFAS) were detected in soil at the site, albeit below the only Wisconsin public health standards currently established for PFAS in soil (industrial and non-industrial direct contact), the WDNR concluded that collection of additional groundwater samples for laboratory analysis of PFAS from existing monitoring well locations SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R was necessary to characterize the potential risks to groundwater related to PFAS concentrations detected in soil. The WDNR concluded that at this time, additional sampling for PFAS in soil is not required.

Consistent with our correspondence on August 10, 2022, we understand that you have requested a proposal for labor, expenses, and subcontractor costs to:

- Collect one round of groundwater samples from the five existing groundwater monitoring wells (SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R) for laboratory analysis of PFAS;
- Prepare a letter for submittal to the WDNR that summarizes the results of groundwater sampling for PFAS;
- Collect a second round of groundwater samples from the five existing groundwater monitoring wells for laboratory analysis of PFAS (contingency should the initial samples reveal PFAS detections and the WDNR request an additional round of sampling);

- Prepare a second letter for submittal to the WDNR that summarizes the results of the second groundwater sampling event for PFAS (contingency should the initial samples reveal PFAS detections and the WDNR request an additional round of sampling);
- Abandon the existing groundwater monitoring wells following receipt of correspondence from the WDNR indicating that groundwater conditions have been adequately characterized and the monitoring wells can be abandoned;
- Prepare a Remedial Action Options Report (ROAR) for submittal to the WDNR that presents potential remedies, and provides an opinion on a preferred remedy to address contaminants detected above regulatory standards at the site; and
- Participate in one Committee of the Whole Meeting (COTW) to present the SI results and potential pathways for obtaining regulatory closure of the BRRTS case.

Following submittal of the RAOR, we anticipate subsequent Change Orders/Proposals being submitted to complete supplemental activities that will be necessary to pursue regulatory closure at this site, including remedial action planning, remedial action documentation, submittal of a case closure request, participation in additional meetings with the COTW and/or WDNR, and amendment of regulatory case closure documents to reflect site conditions following site redevelopment, as appropriate.

Scope of Services

Task 1 – Initial PFAS Groundwater Sampling and Reporting

GEI will visit the site to collect groundwater samples from existing monitoring wells SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R. We anticipate the site visit being completed between mid-September and mid-October 2022, within approximately three to six weeks after receiving a signed contract for these services. Prior to collecting groundwater samples, GEI will gauge the wells with a water level meter to obtain data necessary for preparation of a groundwater contour map. Prior to its first use at the site, the water level meter tape will be decontaminated by washing with a solution of water and Alconox detergent, rinsing with potable water, and then triple rinsing with PFAS-free water obtained from an analytical laboratory (Pace Analytical Services – Green Bay, WI [Pace]). For quality assurance/quality control (QA/QC) purposes, a sample of the final PFAS-free rinsate from the water level tape will be collected for laboratory analysis and labeled as "Equipment Blank – Water Level Tape." Before its use at each subsequent well location, the water level tape will be decontaminated as described above; however, a QA/QC sample will only be collected from the first well location.

After obtaining water level measurements, GEI will purge the wells with new disposable bailers constructed of polyvinyl chloride (PVC) affixed to a length of nylon, polypropylene, or cotton rope/twine, all of which are materials considered to be compatible with PFAS sampling. Although QA/QC samples of disposable sampling equipment are not required by Chapter NR 716, Wisconsin Administrative Code, we propose to triple rinse one disposable bailer with PFAS-free water before its initial use at one well location and collect a sample of the final PFAS-free rinsate for laboratory analysis (labeled as "Equipment Blank – Bailer").

Per WDNR guidance, at least four well volumes of water will be purged from the wells before collecting analytical samples for laboratory analysis. Based on well construction information and water levels measured during the SI, we anticipate up to six gallons of purge water being removed from each well prior to sampling. Purge water will be collected in 5-gallon capacity buckets and then transferred into a 55-gallon capacity steel drum (provided by GEI) for temporary storage onsite pending analytical results. Following purging, a groundwater sample for laboratory analysis will be collected from each well with the same bailer used for purging. To satisfy Chapter NR 716 QA/QC requirements, a replicate/duplicate groundwater sample will be collected at one of the monitoring well locations for laboratory analysis (labeled with a suffix of "(Dup)."

All QA/QC and groundwater samples will be placed in analytical containers provided by the laboratory (Pace), stored on ice, and submitted under chain-of-custody (COC) control to Pace for laboratory analysis of WDNR's list of 33 PFAS compounds using the Isotope Dilution method. Sample analysis will be completed using standard turnaround times, which is anticipated to be approximately 3 to 4 weeks from the date of sample receipt.

After receipt of the laboratory analytical results, GEI will prepare a brief letter report to summarize the groundwater sampling procedures and analytical results. The report will include the laboratory analytical report and updated versions of Table A.1., Table A.6., and Figure B.3.c., and if appropriate, a new figure titled Identified Groundwater Impacts (PFAS). We anticipate a draft letter report being issued for City review within approximately two weeks following receipt of the analytical results. Following receipt and reconciliation of City comments on the draft report, a final report will be prepared and issued to the WDNR for their consideration.

Task 2 – Supplemental PFAS Groundwater Sampling and Reporting (Contingency)

GEI has included a contingency for a second round of PFAS groundwater sampling and reporting should the WDNR, upon their review of the letter report summarizing the initial PFAS groundwater sampling event, request additional data to better characterize groundwater conditions at the site. We assumed that activities and costs associated with this task will be identical to those outlined for Task 1, with the sampling occurring approximately 90 to 120 days after the initial event. If the second round of sampling occurs in winter, we have assumed snow removal will not be necessary to access the wells for sampling.

Task 3 – Investigative Waste Management

Following receipt of groundwater analytical results, GEI will seek approval from the City's publicly owned wastewater treatment facility (WWTF), and concurrence from the WDNR, for disposal of monitoring well purge water (up to 110 gallons contained in two 55-gallon capacity drums) at the WWTF. We have assumed WWTF staff will load and haul the drums to the WWTF using vehicles licensed in Wisconsin for waste hauling, meter-in/dispose of the well purge water through the WWTF, and issue waste receipt/disposal documentation to GEI for those services. We anticipate each drum being transported to/disposed at the WWTF within approximately 45 to 60 days after each sampling event, subject to availability of WWTF staff and trucking. We will coordinate with the WWTF so that GEI can attend and document the removal of purge water drums from the site. If analytical results preclude the WWTF from accepting the purge water for disposal, or if the WWTF is unable to transport the drums to the WWTF, GEI can issue a change order to assist the City with evaluation of disposal and/or transportation alternatives. Based on recent correspondence with Mr. Ben Brooks, Wausau Waterworks – Wastewater Superintendent, we understand that neither GEI nor another City Department will be charged by the WWTF for loading, hauling, or disposal of purge water at the WWTF. GEI has also assumed that there will be no third-party fees required to obtain approval for purge water disposal at the WWTF.

Task 4 – Monitoring Well Abandonment

After receiving correspondence from the WDNR indicating that groundwater conditions have been adequately characterized at the site and the monitoring wells can be abandoned, GEI will retain a drilling/probing subcontractor to abandon the five existing monitoring wells in accordance with Chapter NR 141, Wisconsin Administrative Code. GEI will coordinate and be present to document completion of these activities. Following abandonment, we will prepare a Well/Drillhole/Borehole Abandonment form (WDNR Form 3300-5) for each well and submit the forms to the WDNR via an email transmittal to document the well abandonments.

Task 5 – RAOR

After completion of Task 4, GEI will prepare a RAOR in general accordance with the requirements of Chapter NR 722, Wisconsin Administrative Code. The RAOR will include a summary of the BRRTS case history, including known subsurface impacts above regulatory standards; an evaluation of potential remedial action options using criteria such as short- and long-term effectiveness, implementability, restoration timeframe, and economic feasibility; discussion of administrative and/or engineering controls and continuing obligations that may be necessary to address residual contamination after implementation of remedial actions; and the selection of a remedial action that in our opinion, and with agreement from the City, represents the most appropriate technically and economically feasible option for the site at the time of RAOR preparation. Based on our prior communications, we understand the RAOR is likely to be prepared prior to the selection of an end use for the site. Accordingly, we have assumed the RAOR will focus on a combination of capping and contaminant mass removal to pursue a non-industrial land use closure without consideration for a specific redevelopment plan. If consideration of more than one end use (e.g., industrial) or specific redevelopment plans are required, additional costs will be incurred. Prior to the selection of a remedial action, we anticipate a call and/or virtual meeting with you to discuss potential remedial approaches and their implementation and timing. We anticipate the draft RAOR being submitted for City review within approximately four to six weeks following completion of Task 4. Following receipt and reconciliation of City comments on the draft RAOR, a final RAOR will be prepared and issued to the WDNR for consideration.

Task 6 – City and WDNR Correspondence/Virtual Meetings

We anticipate that, in addition to the deliverables submitted to the City for review and to the WDNR for consideration, further email or telephone correspondence and/or virtual meetings between the City, GEI, and/or WDNR will be required to facilitate completion of these services. Accordingly, we propose establishing a budget for up to four hours each for Mr. Mike DeBraske and Mr. Roger Miller of GEI to further communicate and/or participate in virtual meetings with the City and/or WDNR regarding groundwater sampling results, proposed site redevelopment plans, and proposed remedial actions to pursue regulatory closure of the BRRTS case.

Task 7 – COTW Meeting

Per your request, GEI plans to participate in one Committee of the Whole (COTW) meeting to discuss the results of the SI, feedback received from the WDNR, and plans for remedial action. We currently anticipate that Messrs. DeBraske and Miller will both attend an in-person meeting at City Hall lasting up to 2 hours. We anticipate that tables, figures, and other information presented in the SIR and/or prepared for Tasks 1 to 5 of this proposal will be sufficient visual aides to present at the COTW meeting. In lieu of an in-person meeting, GEI will participate in a virtual COTW meeting if City and/or GEI policies regarding such face-to-face meetings change with respect to COVID or other potential health risks.

Task 8 – WDNR Review Fees

We understand that you wish to receive formal feedback from the WDNR on all project submittals and have requested GEI to include costs for required WDNR review fees in this proposal. We have included WDNR review/response fees associated with the RAOR ($1,050) and anticipate additional formal feedback and associated WDNR review/response fees may be required to complete these services.

Assumptions

We have assumed the monitoring wells installed in August 2021 as part of the SI remain at the site, are readily accessible on the day of the site visit, and can be sampled as-is without modifications to the protector pipes or well casings.

Fee and Conditions of Service

We propose to complete these services on a time-and-materials basis in accordance with the terms and conditions previously negotiated between the City and GEI for Phase 2 services completed in October 2020, or other mutually agreeable terms and conditions. Based on the anticipated level of effort required to complete the services outlined above, we recommend establishing a budget of $29,600. The attached Table 1 and Fee Schedule outline our estimated effort, expenses, personnel categories, and associated rates associated with these services. It is understood that the expenses, personnel categories, hours and cost subtotals for each task may vary depending on when we receive notice to proceed, what staff is available at the time these services are completed, and the site conditions encountered during sampling. However, GEI will not exceed the total estimated fee for these services ($29,600) without first contacting you to explain the need, outline any additional costs, and obtain authorization.

Given the challenges created by the on-going COVID-19 crisis, the performance of the services included in this proposal as well as the satisfaction of the schedule described herein, are contingent and conditioned upon GEI having the ability to deploy the required resources as well as having access to the required site and data/documents to complete the services. These resources include, but are not limited to GEI staff, subcontract vendors and materials providers.

If you have any questions regarding the scope of services, fee, or work schedule as presented herein, please contact us.

Sincerely,

GEI CONSULTANTS, INC.

Michael DeBraske

Michael L. DeBraske, P.E.
Senior Project Engineer

Roger A Miller

Roger A. Miller, P.G., C.P.G.
Senior Hydrogeologist

Accepted By:

CITY OF WAUSAU

____
Name of Authorized Representative

____
Title

____
Signature

____
Date

Enclosures:
Table 1 – Cost Estimate
Fee Schedule

Table 1 - Cost Estimate
Supplemental Site Investigation and Remedial Action Planning
1300 Cleveland Avenue, Wausau, WI

TASK NO.	ACTIVITY DESCRIPTION	PERSONNEL				REIMBURSABLE EXPENSES						TOTAL
		PERSONNEL CATEGORY	HOURLY RATE	HOURS	COST	ITEM	Quant.	Unit Cost	Bare Cost	Percent Markup	Billed Cost	
1	**Initial PFAS GW Sampling & Report**											
	- Sampling Prep	Senior Consultant-Grade 8	$ 196.00	1.00	$ 196.00	Field Expenses/Equip	1	$175.00	$ 175.00		$ 175.00	
	- Water Lvls, Purge & Sample Wells	Senior Professional-Grade 6	$ 160.00	3.00	$ 480.00	Mileage	200	$0.625	$ 125.00		$ 125.00	
	- Contain Purge Water in Drum at Site	Project Professional-Grade 4	$ 124.00	8.00	$ 992.00	Lab-Groundwater						
	- Data Tabulation, Update Figures	Staff Professional-Grade 2	$ 92.00	20.00	$ 1,840.00	PFAS Wells	5	$279.00	$ 1,395.00	15	$ 1,604.25	
	- Letter Report	Senior CADD Drafter and Designer	$ 121.00	2.00	$ 242.00	PFAS Equip Blank	2	$279.00	$ 558.00	15	$ 641.70	
		Admin	$ 92.00	1.00	$ 92.00	PFAS Dup	1	$279.00	$ 279.00	15	$ 320.85	
	SUBTOTAL			**35.00**	**$ 3,842.00**				**$ 2,532.00**		**$ 2,866.80**	**$ 6,708.80**
2	**Contingency PFAS GW Sampling & Report**											
	- Water Level Measurement	Senior Consultant-Grade 8	$ 196.00	1.00	$ 196.00	Field Expenses/Equip	1	$175.00	$ 175.00		$ 175.00	
	- Purge & Sample Wells	Senior Professional-Grade 6	$ 160.00	3.00	$ 480.00	Mileage	200	$0.625	$ 125.00		$ 125.00	
	- Contain Purge Water in Drum at Site	Project Professional-Grade 4	$ 124.00	8.00	$ 992.00	Lab-Groundwater						
	- Data Tabulation, GW Contour Map	Staff Professional-Grade 2	$ 92.00	20.00	$ 1,840.00	PFAS Wells	5	$279.00	$ 1,395.00	15	$ 1,604.25	
	- Letter Report	Senior CADD Drafter and Designer	$ 121.00	2.00	$ 242.00	PFAS Equip Blank	2	$279.00	$ 558.00	15	$ 641.70	
		Admin	$ 92.00	1.00	$ 92.00	PFAS Dup	1	$279.00	$ 279.00	15	$ 320.85	
	SUBTOTAL			**35.00**	**$ 3,842.00**				**$ 2,532.00**		**$ 2,866.80**	**$ 6,708.80**
3	**Investigative Waste Management**											
	- WDNR/WWTF Approval/Coordination	Senior Professional-Grade 6	$ 160.00	3.00	$ 480.00	Water Trans/Disposal*	1	$0.00	$ -		$ -	
	- Transport up to two 55-gal drums to WWTF	Staff Professional-Grade 2	$ 92.00	8.00	$ 736.00	Mileage - 1st event	200	$0.625	$ 125.00		$ 125.00	
	- Disposal of up to 110 gal of water at WWTF					Mileage - 2nd event	200	$0.625	$ 125.00		$ 125.00	
	- On-site documentaion of drum collection											
	SUBTOTAL			**11.00**	**$ 1,216.00**				**$ 250.00**		**$ 250.00**	**$ 1,466.00**
4	**Monitoring Well Abandonment**											
	- Subcontractor Agreement	Senior Professional-Grade 6	$ 160.00	2.00	$ 320.00	Drilling/Probe Sub	1	$1,900.00	$ 1,900.00	15	$ 2,185.00	
	- GEI Field Documentation	Staff Professional-Grade 2	$ 92.00	10.00	$ 920.00							
	- WDNR Abandonment Forms	Admin	$ 92.00	2.00	$ 184.00							
	SUBTOTAL			**14.00**	**$ 1,424.00**				**$ 1,900.00**		**$ 2,185.00**	**$ 3,609.00**
5	**RAOR**											
	- Draft Report	Senior Consultant-Grade 8	$ 196.00	4.00	$ 784.00							
	- Final Report after City Review/Comments	Senior Professional-Grade 6	$ 160.00	20.00	$ 3,200.00							
		Staff Professional-Grade 2	$ 92.00	12.00	$ 1,104.00							
		Senior CADD Drafter and Designer	$ 121.00	2.00	$ 242.00							
		Admin	$ 92.00	2.00	$ 184.00							
	SUBTOTAL			**40.00**	**$ 5,514.00**						**$ -**	**$ 5,514.00**
6	**City & WDNR Correspondence/Meetings**											
	-Progress updates/communication (City/WDNR)	Senior Consultant-Grade 8	$ 196.00	4.00	$ 784.00							
		Senior Professional-Grade 6	$ 160.00	4.00	$ 640.00							
	SUBTOTAL			**8.00**	**$ 1,424.00**						**$ -**	**$ 1,424.00**
7	**COTW Meeting**											
		Senior Consultant-Grade 8	$ 196.00	6.00	$ 1,176.00	Mileage	200	$0.625	$ 125.00		$ 125.00	
		Senior Professional-Grade 6	$ 160.00	6.00	$ 960.00							
	SUBTOTAL			**12.00**	**$ 2,136.00**						**$ 125.00**	**$ 2,261.00**
8	**WDNR Review Fees**					WDNR Fees - ROAR	1	$1,050.00	$ 1,050.00	15	$ 1,207.50	
						WDNR Fees - Other	1	$700.00	$ 700.00	15	$ 805.00	
	SUBTOTAL			**0.00**	**$ -**						**$ 2,012.50**	**$ 2,012.50**
	Total			**155.00**	**$ 19,398.00**						**$ 10,181.10**	**$ 29,579.10**

*No charge per Ben Brooks, Wausau Waterworks – Wastewater Superintendent

FEE SCHEDULE

Personnel Category	Hourly Billing Rate $ per hour
Staff Professional – Grade 1	$ 80
Staff Professional – Grade 2	$ 92
Project Professional – Grade 3	$ 110
Project Professional – Grade 4	$ 124
Senior Professional – Grade 5	$ 134
Senior Professional – Grade 6	$ 160
Senior Professional – Grade 7	$ 180
Senior Consultant – Grade 8	$ 196
Senior Consultant – Grade 9	$ 196
Senior Principal – Grade 10	$ 196
Senior Drafter / GIS	$ 121
Drafter and Designer / GIS	$ 109
Field Professional	$ 101
*Senior Technician / Senior Field Professional	$ 124
*Technician II	$ 75
*Technician I	$ 64
Word Processor, Administrative Staff	$ 92
Office Aide	$ 79

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee-owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING $10,000

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

1. Sole source purchase under $10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of $10,001 to $25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding $25,000 must be approved by the Finance Committee.

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

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

On 9/13/2022, the Finance Committee approved a Memorandum of Understanding regarding proposed use of $136,144.07 in ARPA funds allocated to the Wausau Police Department by the WI Department of Administration.

Included in the proposed use was the following item:

- Automated License Plate Readers (ALPR) - $57,000

On 9/27/2022, the MOU approved by the Finance Committee will be voted on by Common Council.

This sole source justification is anticipatory, and if approved by the Finance Committee, will permit the Police Department to efficiently move forward with the project following Council approval.

The Police Department is seeking authorization to enter a 1-year contract with Flock Safety for $57,000 using DOA grant funds.

Included in that price is the following:

- Twenty (20) Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users ($50,000); and
- One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief ($7,000).

There would be an on-going annual cost-to-continue of $50,000 for subsequent years.

Flock Safety cameras are in use in over 2,000 cities across 40 states, and the Atlanta-based company works with thousands of law enforcement agencies. Here in Wisconsin, there are 20+ law enforcement agencies with active contracts with Flock Safety.

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

   Flock Safety ALPR technology will assist the Police Department in two ways:

   1. Proactive - ALPR devices will provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected; and
   2. Investigative - ALPR cameras will help determine whether and which vehicle(s) were at the scene of a crime by providing 30 days' worth of searchable records.

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

   Flock Safety ALPR cameras are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

   1. Vehicle Fingerprint Technology™
      a. Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data).
      b. Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate.
      c. Ability to "Save Search" based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description.
      d. Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo.
   2. Integrated Cloud-Software & Hardware Platform
      a. Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass.
      b. Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power.
      c. Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less.
      d. Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection.
      e. Utilizes motion capture to start and stop recording without the need for a reflective plate.
      f. Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
      g. On device machine processing to limit LTE bandwidth consumption.
      h. Cloud storage of footage.
      i. Covert industrial design for minimizing visual pollution.
   3. Transparency & Ethical Product Design
      a. One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system.
      b. Built-in integration with NCMEC to receive AMBER Alerts to find missing children.
   4. Live Video Integration
      a. Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras.
      b. Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents.
   5. Partnerships
      a. Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com. Wausau PD has an active contract with AXON for body and fleet cameras.
      b. Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras.

6. Warranty & Service
    a. Lifetime maintenance and support included in subscription price.
    b. Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation.
    c. Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues.

Flock Safety is also the most common fixed-station ALPR solution in the Wisconsin market. Flock Safety has a growing footprint and has contracts with no fewer than 20 law enforcement agencies in the State of Wisconsin. Choosing Flock Safety will allow for jurisdictional collaboration as Flock Safety offers the ability to share camera information with other Flock-equipped police agencies.

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

The Police Department and CCITC consulted with Route1. Route1 supports our Genetec mobile ALPR cameras for 2 of the City's parking control vehicles for enforcement of parking ordinances. Genetec does produce a fixed-station ALPR system. We learned Genetec's fixed-station ALPR system (1) does not have comparable Vehicle Fingerprint Technology™, (2) does not come standard with infrastructure free (solar and cellular) design, (3) does not have a similar partnership with our existing camera supplier (AXON), (4) does not offer standard lifetime maintenance included in the subscription/purchase price, and (5) cost projections appeared greater at years 1 and 5 for the Genetec product.

For comparison, here is Route1's costs (which does not include solar power and some installation costs – See the budget quote for additional information):

Initial Cost per Camera	5-Year Warranty per Camera	Annual Support per Camera	Year 1 (20 cameras)	Year 1 – Year 5 Combined Expense
$15,358	$2,160	$680	$363,960	$418,360

The expense for Flock Safety in year 1 is $57,000. The combined expense at year 5 is $257,000.

Based on additional research, I was unable to locate a like vendor that matched Flock Safety's propriety product for comparison purposes.

5. How did you determine that the sole source vendor's price was reasonable?

Based on comparison's with Route1, Flock Safety costs are consistent with or come in under the cost of traditional ALPR solutions. Flock Safety's proprietary features and partnerships also set them apart for the price. The cost of $2,500 per camera (annual) and $350 per camera (one-time) is standard pricing for all law enforcement agencies in the nation.

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

☒ Product or vendor is uniquely qualified with capability not found elsewhere.

☐ Urgency due to public safety, serious financial injury or other. (explain)

☒ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property

☐ Lack of acceptable quotes or bids.

☒ Product compatibility or the standardization of a product.

☐ Continuation of a phased project.

☐ Proposal development is uneconomical.

Department: Police

Preparer: Captain Ben Graham

Vendor Name: Flock Safety

Expected amount of purchase or contract: $57,000

Department Head Signature: | *Date:* 09/21/2022

Finance Director Signature: | *Date:*

flock safety

Created Date: 09/19/2022 Expiration Date: 12/31/2022

Quote Number: Q-05170

Prepared By: Kyle Whyte
Phone: 6512539350
Email: kyle.whyte@flocksafety.com

Services

Product	Description	List Price	Sales Price	Quantity	Total Price
Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	$2,500.00	$2,500.0	20.00	$50,000.00
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	$350.00	$350.00	20.00	$7,000.00

Total Price: $57,000.00

Estimated Tax: 0.00

Recurring Total: $50,000.00

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.

ROUTE1
DRIVING DATA FORWARD

Budget Quote

Proposal: Per Camera Cost Budget Quote
Customer: Wausau PD
Date: 1/12/2022
Estimator: Lexie Anderson
Expiration Date: 2/12/2022

Proposal Summary (Budget Purpose)

Cost Element		Initial Cost Proposal
	Cost Per Camera (Hardware and Genetec license) $	5,858.00
Notes related to line item above:	This price assumes base licenesing required is already in place. Does not include any enhance warranty options for Fixed LPR camera.	
	Cost per Camera (Professional Services) $	9,500.00
Notes related to line item above:	This price assumes not training requirements. Pricing covers Site Design, Project Management, Configuration services for adding one fixed LPR camera to existing server with already configured fixed LPR cameras, on site installation and travel costs.	
	Cost per Camera (Annual Support+SMA for one add on Fixed LPR Camera) $	680.00
Notes related to line item above:	This price assumes already existing base support contract in place and is only for support for one additonal fixed LPR camera.	
	Total $	16,038.00

* This proposal does not include any applicable sales tax*
**Client can not place PO based off of this budget quote.
***This quote assumes one fixed LPR camera being added to established server system that already has fixed LPR deployed.

	Warranty Options	Cost
Pick One	Genetec AutoVu Extended Warranty-Advanced Swap Warranty-Years 1-5 (Recommended)	$ 2,160.00
	Genetec AutoVu Extended Warranty - Return and Repair -Years 1-5	$ 1,280.00

Quote Assumptions and Notes

This proposal does not include any applicable sales tax

This proposal assumes all Fixed LPR assumptions are met by client/end user. Any assumptions not met will need to be addressed and updated quote or change order provided prior to any on site installation work begins.

This proposal assumes that POE++ cabled power will be provided to each of the fixed camera locations prior to installation.

Fixed camera location will be determined by site survey performed by Route1

Quote assumes fixed cameras are being added to existing Genetec server that has AutoVu Base Package already purchased and paybyplate Multi license.

Quote does not include free flow integration licenses or services needed for parking sessions tracking and usage.

Quotes does not include any necessary networking hardware, injectors, etc for proper powering of cameras and network connections of cameras. If additoanl hardware items are needed a new quote will need to be provided upon full scope of networking and hardware needs.

Quote does not include any solar power enclosure options. These can be provided upon request and via a new updated quote.

Wausau Fire Department
606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910

Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

TO: Finance Committee

FROM: Robert Barteck, Fire Chief RB

DATE: September 21, 2022

SUBJECT: SAFER Grant Award Acceptance

Purpose:

To discuss accepting $3,164,763.00 in funds from the FEMA Staffing for Effective Fire and Response (SAFER) Grant to hire an additional nine firefighters to the Wausau Fire Department.

Recommendation:
It is recommended that you accept $3,164,763.00 of SAFER Grant funds to hire an additional nine firefighters for the next three years.

Facts or Considerations:

Background:
Before 2022, the City of Wausau had not expanded the Fire Department's staffing levels since 1970. With an ever-growing call volume and number of emergency response responsibilities, the department needs additional staffing. I have made several presentations to the council and committees on the subject. Below is the timeline that this request has followed. I included the links to the meetings where I presented the need for additional firefighters.

-On November 9, 2021, I presented the case for additional firefighter/paramedics to the Common Council. https://youtu.be/1lWGplGQRUk

-On November 15, 2021, the PH&S committee recommended hiring at least nine additional firefighter/paramedics. https://youtu.be/5wF_vZy0_YE

-On December 13, 2021, Human Resources recommended creating 12 new firefighter/paramedic positions to meet staffing goals. https://youtu.be/vmvjmDy80Rs

-On January 11, 2022, the Finance Committee and the Common Council approved the Fire Chief to apply for a FEMA SAFER Grant for nine of the additional 12 firefighters. https://youtu.be/FHLGH8wFtK0

Wausau Fire Department
606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910

Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

Discussion:
Previously the Council approved the first three firefighters using ARPA funds for the first 2.5 years, the remainder of 2022, 2023, and 2024. Beginning in 2025 those three positions will need to be moved to the general budget. The SAFER Grant will fund the additional nine firefighters hired for three years, 2023, 2024, and 2025. In 2026 the cost of the additional firefighters will need to be moved to the general budget. Acceptance of this grant will complete the funding of all 12 positions created by the Human Resources Committee.

Impact:
Acceptance of this grant will allow the fire department to hire nine additional firefighters to positively impact the community through an improved emergency response structure, as s explained in all my presentations on this topic. Th$3.1 million in grant funding will allow the city to plan for three years to finance these new firefighters permanently.

Coordination:
The Fire Department will coordinate the grant funding acquisition with the Finance Department.

City of Wausau, 407 Grant Street, Wausau WI 54403

JOINT RESOLUTION OF THE FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

Authorizing the Wausau Fire Department to accept the award of the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant, to add nine additional FTE firefighters to the Fire Department Roster for a three-year period beginning 1/1/2023

Committee Action:	FIN Comm: HR Comm: Approved 5-0
Fiscal Impact:	$3,164,763 for a three-year period

File Number:	21-1109	**Date Introduced:**	September 27, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐ No☒	
	Included in Budget:	Yes☐ No☒	*Budget Source: Impacts 2023 Budget*
	One-time Costs:	Yes☐ No☒	*Amount:*
	Recurring Costs:	Yes☒ No☐	*Amount: $3,164,763 over three years*
SOURCE	*Fee Financed:*	Yes☐ No☒	*Amount:*
	Grant Financed:	Yes☒ No☐	*Amount: $3,164,763*
	Debt Financed:	Yes☐ No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☐ No☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the Fire Department has not increased staffing levels since the 1970's despite dramatic increased call volumes and emergency response duties; and

WHEREAS, the Fire Department justified the department expansion of 12 FTE at the November 9th Common Council meeting; and

WHEREAS, your Public Health and Safety Committee recommended hiring at least nine additional FTE firefighter/paramedics at their November 15, 2021, meeting; and

WHEREAS, your Human Resources Committee recommended creating twelve additional firefighter/paramedics at their December 13, 2021, meeting; and

WHEREAS, your Finance Committee and the Common Council approved the application of a FEMA SAFER grant on December 13, 2021; and

WHEREAS, your Finance Committee and Common Council approved an allocation from the City's ARPA funds to finance the creation of 3 additional firefighter positions in the amount of $771,000; and

WHEREAS, the city has received an award notice by FEMA for the SAFER grant in the amount of $3,164,763 to hire nine firefighters for the period January 1, 2023 through December 31, 2025; and

WHEREAS, your Finance Committee at their September 27, 2022, authorized the proper City officials to accept the 2022 SAFER grant; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials are hereby authorized and directed to accept the FEMA Safer Grant in the amount of $3,164,763; and

BE IT FURTHER RESOLVED, y the Common Council of the City of Wausau that the proper City Officials are hereby authorized and directed to incorporate the new positions and grant revenue in the 2023 budget; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the positions be added to the departments organizational chart and that the appropriate staff are authorized to recruit and hire to fill these positions.

Approved:

____
Katie Rosenberg, Mayor

CITY OF WAUSAU 2022 BUDGET

GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
March 31, 2022
NARRATIVE

REVENUES

General Fund revenues for the month ending March 31, 2022, were $23.2 million. This amount is an increase of $768,700 or 3.4%, above actual revenues for the same period last year. With the exceptions of interest earnings and miscellaneous revenues, 2022 revenue collections are up across all categories from last year including licenses and permits sales, court fines, and public charges for services. Specifically, 2022 building permit revenues are exceeding expectations and are currently $95,000 above March of 2021 levels.

Due to accounting adjustments to market value, the City's interest earnings on general investments are currently negative (-$759,800).

Total General Fund revenues are at 61.2% of the annual estimate for Budget Year 2022.

EXPENSES

As of March 31, 2022, total General Fund expenditures are $7.58 million, which is a decrease of approximately $242,300 (-3.1%) from the same period last year. Much of the decrease is related to the timing. For example, the City has not reimbursed the County for 2022 Parks expenses yet. Additionally, Public Works Department's winter maintenance expenses, which can significantly vary from year to year based on winter weather, are below March of 2021 levels. Fire Department and Ambulance expenses are up from this point last year (+$116,600 and +$116,100 respectively) but the overall Public Safety department is within budget.

At 19.9% of the way through the year, 2022 expenditures across the departments are consistent with budget estimates (General Government 23.3%, Public Safety 22.2%, Transportation and Streets 19.3%, Garbage 25.1%, and Parks and Recreation Departments 0.0%). Current expenditures are at acceptable levels; there are no known areas of concern or expectations to exceed 2022 budget.

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended March 31, 2022

	2022 Budget Original	2022 Budget Final	YTD Actual	Variance with Final Budget	2021 YTD
TAXES					
General property taxes	$ 21,167,861	$ 21,167,861	$ 21,167,861	$ -	$ 20,185,188
Mobile home parking fees	28,000	28,000	20,966	(7,034)	14,907
Payments in lieu of taxes	100,000	100,000	10,232	(89,768)	600
Other taxes	70,500	70,500	29,942	(40,558)	22,368
Total Taxes	21,366,361	21,366,361	21,229,000	(137,361)	20,223,064
INTERGOVERNMENTAL AID					
State shared taxes	4,749,932	4,749,932	-	(4,749,932)	-
Expenditure restraint	889,038	889,038	-	(889,038)	-
Fire insurance tax	135,000	135,000	-	(135,000)	-
Municipal services	223,000	223,000	207,951	(15,049)	222,838
Transportation aids	3,124,336	3,124,336	779,089	(2,345,247)	764,450
Other grants	481,095	481,095	10,171	(470,924)	2,627
Total Intergovernmental	9,602,401	9,602,401	997,211	(8,605,190)	989,915
LICENSES AND PERMITS					
Licenses	185,320	185,320	22,130	(163,190)	21,138
Franchise fees	329,005	329,005	58,768	(270,237)	-
Permits	275,403	275,403	164,851	(110,552)	69,092
Total Licenses and Permits	789,728	789,728	245,748	(543,980)	90,230
FINES, FORFEITURES, AND PENALTIES	341,030	341,030	103,344	(237,686)	51,874
LEGAL JUDGEMENTS, AWARDS AND DAMAGES	-	-	132,186	132,186	146,618
PUBLIC CHARGES FOR SERVICES					
General government	95,780	95,780	27,416	(68,364)	20,532
Public safety	1,810,224	1,810,224	474,417	(1,335,807)	270,057
Streets and related facilities	136,200	136,200	7,920	(128,280)	10,263
Recreation	196,450	196,450	-	(196,450)	47,445
Public areas	146,475	146,475	1,050	(145,425)	6,302
Total Public Charges for Services	2,385,129	2,385,129	510,803	(1,874,326)	354,599
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,990	11,990	-	(11,990)	-
County and other municipalities	294,122	294,122	54,534	(239,587)	47,742
City departments	763,500	763,500	88,775	(674,725)	60,021
Total Intergovernmental Charges for Services	1,069,612	1,069,612	143,309	(926,302)	107,763

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL (Continued)
Period Ended March 31, 2022

	Budgeted Amounts			Variance with	2021
	Original	Final	Actual	Final Budget	YTD
COMMERCIAL					
Interest on general investments	$ 250,000	$ 250,000	$ (759,816)	$ (1,009,816)	$ (48,972)
Interest on special assessments	-	-	-	-	2
Other interest	61,703	61,703	58,311	(3,392)	44,030
Total Commercial	311,703	311,703	(701,505)	(1,013,208)	(4,939)
MISCELLANEOUS REVENUES					
Rent of land and buildings	128,000	128,000	32,850	(95,150)	33,267
Sale of City property/loss compensation	20,950	20,950	2,547	(18,403)	13,643
Other miscellaneous revenues	34,105	34,105	7,971	(26,134)	2,876
Total Miscellaneous Revenues	183,055	183,055	43,368	(139,687)	49,786
OTHER FINANCING SOURCES					
Transfers in	1,906,355	1,906,355	511,350	(1,395,005)	437,165
TOTAL REVENUES AND OTHER FINANCING SOURCES	$ 37,955,374	$ 37,955,374	$ 23,214,816	$ (14,740,558)	$ 22,446,075

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
Period Ended March 31, 2022

	2022 Budget		YTD	Variance with	2021
	Original	Final	Actual	Final Budget	YTD
GENERAL GOVERNMENT					
City Council	$ 91,328	$ 91,328	$ 16,213	$ 75,115	$ 16,614
Mayor	182,213	182,213	40,820	141,393	40,605
City Promotion	101,500	126,500	44,123	82,377	19,231
Finance department	573,266	573,266	130,689	442,577	115,280
Data processing	965,115	965,115	229,788	735,327	233,500
City clerk/customer service	449,257	449,257	98,371	350,885	94,095
Elections	120,823	120,823	17,434	103,389	32,439
Assessor	610,584	610,584	135,756	474,828	112,580
City attorney	639,578	639,578	148,422	491,156	143,034
Municipal court	142,326	142,326	32,813	109,513	32,621
Human resources	440,742	440,742	78,146	362,596	73,791
City hall and other municipal buildings	502,527	502,527	146,153	356,375	159,919
Unclassified	30,000	30,000	16,082	13,918	(9,301)
Total General Government	4,849,260	4,874,260	1,134,811	3,739,449	1,064,408
PUBLIC SAFETY					
Police department	10,940,961	10,940,961	2,320,422	8,620,539	2,250,778
Fire department	4,438,068	4,438,068	1,091,029	3,347,039	974,402
Ambulance	3,762,143	3,762,143	899,271	2,862,872	783,107
Emergency government (COVID-19)	-	13,200	-	13,200	1,940
Inspections	1,944,572	1,944,572	370,968	1,573,604	355,460
Total Public Safety	21,085,745	21,098,945	4,681,691	16,417,254	4,365,687
TRANSPORTATION AND STREETS					
Engineering	1,472,906	1,472,906	270,510	1,202,396	324,947
Department of public works	6,408,402	6,408,402	1,248,302	5,160,100	1,266,206
Total Transportation and Streets	7,881,308	7,881,308	1,518,812	6,362,496	1,591,153
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	965,000	965,000	242,508	722,492	236,252
NATURAL RESOURCES/RECREATION					
Parks and recreation	3,174,061	3,174,061	-	3,174,061	562,689
OTHER FINANCING USES					
Transfers out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER FINANCING USES	$ 37,955,374	$ 37,993,574	$ 7,577,821	$ 30,415,752	$ 7,820,188

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended March 31, 2022

BUDGET REVENUES RECONCILIATION	
2022 ADOPTED BUDGET	$ 37,955,374
BUDGET EXPENDITURES RECONCILIATION	
2022 ADOPTED BUDGET	$ 37,955,374
File #21-1109 150th Celebration	25,000
File #21-1109 Emergency Government Bottled Water Purchase	13,200
2022 MODIFIED BUDGET	$ 37,993,574

CITY OF WAUSAU 2022 BUDGET

GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
April 30, 2022
NARRATIVE

REVENUES

General Fund revenues for the month ending April 30, 2022, were $24.7 million. This amount is an increase of $963,200 or 4.1%, above actual revenues for the same period last year. With the exceptions of interest earnings and miscellaneous revenues, 2022 revenue collections are up across all categories from last year including:

Licenses and permits sales: Bartender and Liquor operator licenses collections are up over 16% compared to last year. Building permit revenues through April 30, 2022, are up 82.6% from 2021.

Court fines: municipal court collections are double from the same period last year. Last year the City transitioned to a new Municipal Court software system that allows for online payments and the City has been working diligently to submit debts to the WI Department of Revenue's State Debt Collection for assistance on collecting delinquent accounts.

Public charges for services: public charges for services are up 83% from April of 2021. The largest increase is in public safety collections, specifically an increase in ambulance fee collection.

When compared to April of 2021, miscellaneous revenues and interest earnings on investments lag behind last year. Due to accounting adjustments to market value, the City's interest earnings on general investments continue to be negative (-$734,800) and the value of the City's investments have dropped from -$23,200 in 2021. Miscellaneous revenues, including rent of buildings and land, sale of property, and other revenues are -$22,300 from April of 2021.

Total General Fund revenues are at 65.0% of the annual estimate for Budget Year 2022.

EXPENSES

As of April 30, 2022, total General Fund expenditures are $11.4 million, which is an increase of approximately $860,000 (8.2%) from the same period last year. Much of the increase is related to the public safety personnel costs. Fire Department and Ambulance expenses are up from this point last year, but the overall Public Safety department is within budget.

At 33.3% of the way through the year, 2022 expenditures across the departments are consistent with budget estimates (General Government 33.2%, Public Safety 32.9%, Transportation and Streets 28.0%, Garbage 25.1%, and Parks and Recreation Departments 11.0%). Current expenditures are at acceptable levels; there are no known areas of concern or expectations to exceed 2022 budget.

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended April 30, 2022

	2022 Budget Original	2022 Budget Final	YTD Actual	Variance with Final Budget	2021 YTD
TAXES					
General property taxes	$ 21,167,861	$ 21,167,861	$ 21,167,861	$ -	$ 20,185,188
Mobile home parking fees	28,000	28,000	24,375	(3,625)	16,880
Payments in lieu of taxes	100,000	100,000	10,432	(89,568)	800
Other taxes	70,500	70,500	38,097	(32,403)	27,054
Total Taxes	21,366,361	21,366,361	21,240,765	(125,596)	20,229,923
INTERGOVERNMENTAL AID					
State shared taxes	4,749,932	4,749,932	-	(4,749,932)	-
Expenditure restraint	889,038	889,038	-	(889,038)	-
Fire insurance tax	135,000	135,000	-	(135,000)	-
Municipal services	223,000	223,000	207,951	(15,049)	222,838
Transportation aids	3,124,336	3,124,336	1,558,179	(1,566,158)	1,528,900
Other grants	481,095	481,095	16,103	(464,992)	2,627
Total Intergovernmental	9,602,401	9,602,401	1,782,232	(7,820,169)	1,754,365
LICENSES AND PERMITS					
Licenses	185,320	185,320	94,580	(90,740)	81,263
Franchise fees	329,005	329,005	68,345	(260,660)	82
Permits	275,403	275,403	205,112	(70,291)	112,313
Total Licenses and Permits	789,728	789,728	368,037	(421,691)	193,657
FINES, FORFEITURES, AND PENALTIES	341,030	341,030	135,259	(205,771)	52,088
LEGAL JUDGEMENTS, AWARDS AND DAMAGES	-	-	132,186	132,186	146,618
PUBLIC CHARGES FOR SERVICES					
General government	95,780	95,780	38,786	(56,994)	32,634
Public safety	1,810,224	1,810,224	796,723	(1,013,501)	424,680
Streets and related facilities	136,200	136,200	30,134	(106,066)	12,429
Recreation	196,450	196,450	71,153	(125,297)	47,445
Public areas	146,475	146,475	21,718	(124,757)	6,652
Total Public Charges for Services	2,385,129	2,385,129	958,513	(1,426,616)	523,840
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,990	11,990	-	(11,990)	-
County and other municipalities	294,122	294,122	54,534	(239,587)	52,467
City departments	763,500	763,500	85,107	(678,393)	87,872
Total Intergovernmental Charges for Services	1,069,612	1,069,612	139,642	(929,970)	140,339

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL (Continued)
Period Ended April 30, 2022

	Budgeted Amounts			Variance with	2021
	Original	Final	Actual	Final Budget	YTD
COMMERCIAL					
Interest on general investments	$ 250,000	$ 250,000	$ (734,792)	$ (984,792)	$ (23,283)
Interest on special assessments	-	-	10	10	3
Other interest	61,703	61,703	102,806	41,103	60,161
Total Commercial	311,703	311,703	(631,976)	(943,679)	36,881
MISCELLANEOUS REVENUES					
Rent of land and buildings	128,000	128,000	43,800	(84,200)	44,133
Sale of City property/loss compensation	20,950	20,950	(12,146)	(33,096)	16,485
Other miscellaneous revenues	34,105	34,105	10,598	(23,507)	3,886
Total Miscellaneous Revenues	183,055	183,055	42,252	(140,803)	64,504
OTHER FINANCING SOURCES					
Transfers in	1,906,355	1,906,355	511,350	(1,395,005)	572,887
TOTAL REVENUES AND OTHER FINANCING SOURCES	$ 37,955,374	$ 37,955,374	$ 24,678,261	$ (13,277,113)	$ 23,715,102

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
Period Ended April 30, 2022

	2022 Budget Original	2022 Budget Final	YTD Actual	Variance with Final Budget	2021 YTD
GENERAL GOVERNMENT					
City Council	$ 91,328	$ 91,328	$ 24,244	$ 67,083	$ 22,817
Mayor	182,213	182,213	60,081	122,132	52,504
City Promotion	101,500	126,500	77,313	49,187	40,432
Finance department	573,266	573,266	183,434	389,833	157,134
Data processing	965,115	965,115	343,288	621,827	303,168
City clerk/customer service	449,257	449,257	139,191	310,066	128,575
Elections	120,823	120,823	34,492	86,331	51,803
Assessor	610,584	610,584	182,986	427,598	158,174
City attorney	639,578	639,578	234,437	405,142	198,181
Municipal court	142,326	142,326	43,204	99,123	42,281
Human resources	440,742	466,742	118,667	348,075	104,236
City hall and other municipal buildings	502,527	502,527	198,390	304,138	184,146
Unclassified	30,000	79,905	3,263	76,642	780
Total General Government	4,849,260	4,950,165	1,642,988	3,307,177	1,444,230
PUBLIC SAFETY					
Police department	10,940,961	10,940,961	3,550,155	7,390,806	3,142,762
Fire department	4,438,068	4,438,068	1,598,263	2,839,806	1,253,068
Ambulance	3,762,143	3,762,143	1,268,638	2,493,505	1,065,487
Emergency government (COVID-19)	-	-	-	-	1,940
Inspections	1,944,572	1,944,572	530,473	1,414,099	544,380
Total Public Safety	21,085,745	21,085,745	6,947,529	14,138,216	6,007,636
TRANSPORTATION AND STREETS					
Engineering	1,472,906	1,482,262	383,591	1,098,671	439,316
Department of public works	6,408,402	6,408,402	1,822,203	4,586,199	1,609,898
Total Transportation and Streets	7,881,308	7,890,664	2,205,794	5,684,870	2,049,214
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	965,000	965,000	242,508	722,492	315,018
NATURAL RESOURCES/RECREATION					
Parks and recreation	3,174,061	3,194,061	352,827	2,841,234	716,065
OTHER FINANCING USES					
Transfers out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER FINANCING USES	$ 37,955,374	$ 38,085,635	$ 11,391,645	$ 26,693,989	$ 10,532,163

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended April 30, 2022

BUDGET REVENUES RECONCILIATION	
2022 ADOPTED BUDGET	$ 37,955,374
BUDGET EXPENDITURES RECONCILIATION	
2022 ADOPTED BUDGET	$ 37,955,374
File #22-0205 Property Tax Settlement Agreement	13,905
File #21-1109 150th Celebration	25,000
File #21-1109 Leaf Bailer Equipment Contract	6,000
File #21-1109 Paid Intership Program	20,000
File #92-0922 Airport Management Agreement	36,000
File #21-1109 Projects Carryover	29,356
2022 MODIFIED BUDGET	$ 38,085,635

CITY OF WAUSAU 2022 BUDGET
GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
May 31, 2022
NARRATIVE

<u>REVENUES</u>

General Fund revenues for the month ending May 31, 2022, were $25.6 million. This amount is an increase of $1,283,100 or 5.3%, above actual revenues for the same period last year. With the exceptions of interest earnings and miscellaneous revenues, 2022 revenue collections are up across all categories from last year including:

Taxes: tax revenues collected are up +5.1% from last year, due to in increase in the adopted 2022 tax levy.

Intergovernmental aid: total aids received year to date are up +5.7% from May of 2021. This increase is due to timing of the City's aid payments.

Licenses and permits sales: Bartender and Liquor operator licenses collections are up over 40.5% compared to last year. Building permit revenues through May 31, 2022, are up 103.3% from 2021. Total license and permit revenues are up $238,800 from this point last year (+86.7%).

Court fines: municipal court collections continue to outpace prior years. Collections are up +228.7% from last year.

Public charges for services: collections of public charges for services are up 61.5% from May of 2021. The largest increase is in public safety collections, specifically an increase in ambulance fee collection.

When compared to May of 2021, miscellaneous revenues and interest earnings on investments continue to lag behind last year. Due to accounting adjustments to market value, the City's interest earnings on general investments are negative (-$823,300), down from $11,600 in May of 2021. Miscellaneous revenues, including rent of buildings and land, sale of property, and other revenues are -$19,000 from May of 2021.

Total General Fund revenues are at 67.6% of the annual estimate for Budget Year 2022.

<u>EXPENSES</u>

As of May 31, 2022, total General Fund expenditures are $14.6 million, which is an increase of approximately $792,000 (5.7%) from the same period last year. Much of the increase is related to the public safety personnel costs. Fire Department and Ambulance expenses are up from this point last year, but the overall Public Safety department is within budget.

At 41.7% of the way through the year, 2022 expenditures across the departments are consistent with budget estimates (General Government 41.7%, Public Safety 40.8%, Transportation and Streets 35.7%, Garbage 42.0%, and Parks and Recreation Departments 21.4%). Current expenditures are at acceptable levels; there are no known areas of concern or expectations to exceed 2022 budget.

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended May 31, 2022

	2022 Budget		YTD	Variance with	2021
	Original	Final	Actual	Final Budget	YTD
TAXES					
General property taxes	$ 21,167,861	$ 21,167,861	$ 21,167,861	$ -	$ 20,185,188
Mobile home parking fees	28,000	28,000	28,084	84	18,783
Payments in lieu of taxes	100,000	100,000	10,632	(89,368)	1,000
Other taxes	70,500	70,500	65,606	(4,894)	42,549
Total Taxes	21,366,361	21,366,361	21,272,182	(94,179)	20,247,520
INTERGOVERNMENTAL AID					
State shared taxes	4,749,932	4,749,932	191,186	(4,558,746)	101,706
Expenditure restraint	889,038	889,038	-	(889,038)	-
Fire insurance tax	135,000	135,000	-	(135,000)	-
Municipal services	223,000	223,000	207,951	(15,049)	222,838
Transportation aids	3,124,336	3,124,336	1,558,179	(1,566,158)	1,528,900
Other grants	481,095	481,095	17,263	(463,832)	31,943
Total Intergovernmental	9,602,401	9,602,401	1,974,578	(7,627,823)	1,885,387
LICENSES AND PERMITS					
Licenses	185,320	185,320	120,885	(64,435)	86,018
Franchise fees	329,005	329,005	123,142	(205,863)	56,602
Permits	275,403	275,403	270,449	(4,954)	133,016
Total Licenses and Permits	789,728	789,728	514,475	(275,253)	275,635
FINES, FORFEITURES, AND PENALTIES	341,030	341,030	171,882	(169,148)	52,291
LEGAL JUDGEMENTS, AWARDS AND DAMAGES	-	-	132,186	132,186	146,618
PUBLIC CHARGES FOR SERVICES					
General government	95,780	95,780	47,320	(48,460)	33,895
Public safety	1,810,224	1,810,224	966,582	(843,642)	578,667
Streets and related facilities	136,200	136,200	47,910	(88,290)	48,432
Recreation	196,450	196,450	71,153	(125,297)	47,445
Public areas	146,475	146,475	21,718	(124,757)	6,652
Total Public Charges for Services	2,385,129	2,385,129	1,154,683	(1,230,446)	715,091
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,990	11,990	-	(11,990)	-
County and other municipalities	294,122	294,122	57,045	(237,077)	52,467
City departments	763,500	763,500	140,207	(623,293)	111,785
Total Intergovernmental Charges for Services	1,069,612	1,069,612	197,252	(872,360)	164,252

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL (Continued)
Period Ended May 31, 2022

	Budgeted Amounts			Variance with	2021
	Original	Final	Actual	Final Budget	YTD
COMMERCIAL					
Interest on general investments	$ 250,000	$ 250,000	$ (823,303)	$ (1,073,303)	$ 11,593
Interest on special assessments	-	-	26	26	19
Other interest	61,703	61,703	141,221	79,518	78,293
Total Commercial	311,703	311,703	(682,056)	(993,759)	89,904
MISCELLANEOUS REVENUES					
Rent of land and buildings	128,000	128,000	55,500	(72,500)	54,333
Sale of City property/loss compensation	20,950	20,950	(12,011)	(32,961)	18,143
Other miscellaneous revenues	34,105	34,105	14,018	(20,087)	4,006
Total Miscellaneous Revenues	183,055	183,055	57,507	(125,548)	76,483
OTHER FINANCING SOURCES					
Transfers in	1,906,355	1,906,355	852,250	(1,054,105)	708,608
TOTAL REVENUES AND OTHER FINANCING SOURCES	$ 37,955,374	$ 37,955,374	$ 25,644,939	$ (12,310,435)	$ 24,361,789

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
Period Ended May 31, 2022

	2022 Budget		YTD	Variance with	2021
	Original	Final	Actual	Final Budget	YTD
GENERAL GOVERNMENT					
City Council	$ 91,328	$ 91,328	$ 34,958	$ 56,370	$ 31,204
Mayor	182,213	182,213	73,185	109,028	71,124
City Promotion	101,500	151,500	78,503	72,997	63,288
Finance department	573,266	573,266	248,394	324,872	227,571
Data processing	965,115	1,015,115	430,788	584,327	368,168
City clerk/customer service	449,257	460,257	199,333	260,923	165,855
Elections	120,823	135,823	43,450	92,373	51,303
Assessor	610,584	610,584	228,911	381,673	205,558
City attorney	639,578	639,578	318,745	320,833	255,643
Municipal court	142,326	142,326	52,375	89,951	52,810
Human resources	440,742	460,742	154,236	306,506	140,513
City hall and other municipal buildings	502,527	502,527	240,172	262,355	221,783
Unclassified	30,000	85,905	4,307	81,598	1,185
Total General Government	4,849,260	5,051,165	2,107,357	2,943,808	1,856,004
PUBLIC SAFETY					
Police department	10,940,961	10,940,961	4,373,334	6,567,627	4,087,493
Fire department	4,438,068	4,438,068	1,996,669	2,441,400	1,673,457
Ambulance	3,762,143	3,762,143	1,554,583	2,207,560	1,415,230
Emergency government (COVID-19)	-	-	-	-	1,940
Inspections	1,944,572	1,944,572	670,255	1,274,317	676,924
Total Public Safety	21,085,745	21,085,745	8,594,841	12,490,904	7,855,045
TRANSPORTATION AND STREETS					
Engineering	1,472,906	1,482,262	488,130	994,132	567,159
Department of public works	6,408,402	6,436,402	2,337,630	4,098,772	2,124,164
Total Transportation and Streets	7,881,308	7,918,664	2,825,760	5,092,904	2,691,323
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	965,000	965,000	405,732	559,268	393,784
NATURAL RESOURCES/RECREATION					
Parks and recreation	3,174,061	3,194,061	683,652	2,510,409	1,029,306
OTHER FINANCING USES					
Transfers out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER FINANCING USES	$ 37,955,374	$ 38,214,635	$ 14,617,343	$ 23,597,292	$ 13,825,462

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended May 31, 2022

BUDGET REVENUES RECONCILIATION	
2022 ADOPTED BUDGET	$ 37,955,374
BUDGET EXPENDITURES RECONCILIATION	
2022 ADOPTED BUDGET	$ 37,955,374
File #22-0205 Property Tax Settlement Agreement	13,905
File #21-1109 150th Celebration	25,000
File #21-1109 Leaf Bailer Equipment Contract	6,000
File #21-1109 Paid Intership Program	20,000
File #92-0922 Airport Management Agreement	36,000
File #21-1109 Projects Carryover	29,356
File #21-1109 General Fund Uncompleted Projects	129,000
2022 MODIFIED BUDGET	$ 38,214,635